

KRC-562

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY				CONTRACT NO.		CHECK APPROPRIATE BLOCK	
J. H. Bennett/K. G. Lowrance				FS 10-10		☐ ONE-TIME CONTRACT ☒ ON-GOING SERVICES CONTRACT ☐ PLEASE AGAINST ON-GOING SERVICES CONTRACT	
ACCOUNT OR APPROPRIATION NUMBER				RELEASE NO.			
As applicable				F 10010			
PLANT & FIELD SERVICE OF TEXAS, INC.				SUNOCO TERMINALS, INC.			
P. O. Box 10910				4806 Up River Road			
Corpus Christi, Texas 78410				Corpus Christi, Texas 78410			
Attention: Danny Hales (512) 241-0694				Attention: K. G. Lowrance			

This AGREEMENT, effective Aug. 1, 1981, between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Highway 347, Nederland, Texas & 4806 Up River Road, Corpus Christi, Texas and Plant & Field Service of Texas, Inc. hereinafter called "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: Plant Maintenance 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 | Exhibits: (A) <u>Labor and Equipment Rates</u> |
| () 2. Specifications | (B) <u>Insurance Certificate</u> |
| () 3. Work Description | (C) <u>EEO Compliance Certificate</u> |
| (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:

Except any materials furnished by Owner

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 current labor and equipment rates (Exhibit "A")

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor shall invoice monthly with appropriate backing papers attached to invoice.
Terms of payment shall be thirty (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 Aug. 1, 1981. 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 terminated by either party with 15 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: Thirty (30) days written notice must be given prior to any

change in labor and equipment rates.

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:	
J. H. Bennett	
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.

S (B) 00039

OWNER:	DATE: <u>8-7-81</u>	CONTRACTOR:	DATE: <u>11-10-81</u>
BY: <u>[Signature]</u>		BY: <u>[Signature]</u>	
TITLE: <u>Vice-President-Operations</u>		TITLE: <u>Mgr.</u>	

Standard Proposal
Labor Rate Schedule

Evening Shift Eight Hour Base Rate

Effective Date: February 15, 1982

<u>SUPERVISORY PERSONNEL</u>	<u>CODE</u>	<u>BASE RATE</u>	<u>CHARGE RATES</u>	
			<u>ST. TIME</u>	<u>OVERTIME</u>
General Superintendent	GS	19.50	26.13	35.30
Project Superintendent	PJS	17.86	23.93	32.33
Senior Superintendent	SS	16.23	21.75	29.38
Superintendent	S	15.47	20.73	28.00
General Foreman	GF-1	14.06	18.84	25.45

STAFF PERSONNEL

Field Engineer	FE	12.16	16.29	22.01
Field Clerk I	FC-1	9.40	12.60	17.01
Field Clerk II	FC-2	7.85	10.52	12.21
Inspector	IP	14.06	18.84	25.45
Buyer	BY	10.81	14.49	19.57

CRAFTSMEN

Foreman	F-1	13.30	17.82	24.07
Leadman	LM-1	12.49	16.74	22.61
Craftsman	C-1	12.22	16.37	22.12
Helper I	H-2	9.51	12.74	17.21
Helper II	H-2	8.10	10.85	14.66

S (B) 00040

Standard Proposal
Labor Rate Schedule

Evening Shift Eight Hour Base Rate

Effective Date: February 15, 1982

<u>EQUIPMENT OPERATOR</u>	<u>CODE</u>	<u>BASE RATE</u>	<u>CHARGE RATES</u>	
			<u>ST. TIME</u>	<u>OVERTIME</u>
Crane Operator	CO	12.44	16.67	22.52
Heavy Equipment Operator	HEO-1	11.23	15.05	20.33
Light Equipment Operator	LEO-1	8.98	12.03	16.25
Heavy Truck Driver	TDH	8.67	11.62	15.69
Light Truck Driver	TDL	7.50	10.05	13.58

LABORER

Utility Laborer	U-L	7.61	10.20	13.77
Common Laborer I	L-1	6.47	8.67	11.71
Common Laborer II	L-2	5.93	7.95	10.73
Common Laborer III	L-3	4.84	6.49	8.76

S (B) 00041

PLANT & FIELD SERVICE OF TEXAS, INC.

Standard Proposal
Labor Rate Schedule

Evening Shift Eight Hour Base Rate

Effective Date: February 15, 1982

<u>SUPERVISORY PERSONNEL</u>	<u>CODE</u>	<u>BASE RATE</u>	<u>CHARGE RATES</u>	
			<u>ST. TIME</u>	<u>OVERTIME</u>
General Superintendent	GS	19.50	26.13	35.30
Project Superintendent	PJS	17.86	23.93	32.33
Senior Superintendent	SS	16.23	21.75	29.38
Superintendent	S	15.47	20.73	28.00
General Foreman	GF-1	14.06	18.84	25.45

STAFF PERSONNEL

Field Engineer	FE	12.16	16.29	22.01
Field Clerk I	FC-1	9.40	12.60	17.01
Field Clerk II	FC-2	7.85	10.52	12.21
Inspector	IP	14.06	18.84	25.45
Buyer	BY	10.81	14.49	19.57

CRAFTSMEN

Foreman	F-1	13.30	17.82	24.07
Leadman	LM-1	12.49	16.74	22.61
Craftsman	C-1	12.22	16.37	22.12
Helper I	H-2	9.51	12.74	17.21
Helper II	H-2	8.10	10.85	14.66

S (B) 00280

Standard Proposal
Labor Rate Schedule

Evening Shift Eight Hour Base Rate

Effective Date: February 15, 1982

EQUIPMENT OPERATOR	CODE	BASE RATE	CHARGE RATES	
			ST. TIME	OVERTIME
Crane Operator	CO	12.44	16.67	22.52
Heavy Equipment Operator	HEO-1	11.23	15.05	20.33
Light Equipment Operator	LEO-1	8.98	12.03	16.25
Heavy Truck Driver	TDH	8.67	11.62	15.69
Light Truck Driver	TDL	7.50	10.05	13.58

LABORER

Utility Laborer	U-L	7.61	10.20	13.77
Common Laborer I	L-1	6.47	8.67	11.71
Common Laborer II	L-2	5.93	7.95	10.73
Common Laborer III	L-3	4.84	6.49	8.76

PLANT & FIELD SERVICE OF TEXAS, INC.

Standard Proposal
Labor Rate Schedule

Graveyard Shift Eight Hour Base Rate

Effective Date: February 15, 1982

<u>SUPERVISORY PERSONNEL</u>	<u>CODE</u>	<u>BASE RATE</u>	<u>CHARGE RATES</u>	
			<u>ST. TIME</u>	<u>OVERTIME</u>
General Superintendent	GS	20.00	26.80	36.20
Project Superintendent	PJS	18.36	24.60	33.23
Senior Superintendent	SS	16.73	22.42	30.28
Superintendent	S	15.97	21.40	28.91
General Foreman	GF-1	14.56	19.51	26.35

STAFF PERSONNEL

Field Engineer	FE	12.66	16.96	22.91
Field Clerk I	FC-1	9.90	13.27	17.92
Field Clerk II	FC-2	8.35	11.19	15.11
Inspector	IP	14.56	19.51	26.35
Buyer	BY	11.31	15.16	20.47

CRAFTSMEN

Foreman	F-1	13.80	18.49	24.98
Leadman	LM-1	12.99	17.41	23.51
Craftsman	C-1	12.72	17.04	23.02
Helper I	H-2	10.01	13.41	18.12
Helper II	H-2	8.60	11.52	15.57

S (B) 00282

PLANT & FIELD SERVICE OF TEXAS, INC.

Standard Proposal
Labor Rate Schedule

Graveyard Shift Eight Hour Base Rate
Effective Date: February 15, 1982

<u>EQUIPMENT OPERATOR</u>	<u>CODE</u>	<u>BASE RATE</u>	<u>CHARGE RATES</u>	
			<u>ST. TIME</u>	<u>OVERTIME</u>
Crane Operator	CO	12.94	17.34	23.42
Heavy Equipment Operator	HEO-1	11.73	15.72	21.23
Light Equipment Operator	LEO-1	9.48	12.70	17.16
Heavy Truck Driver	TDH	9.17	12.29	16.60
Light Truck Driver	TDL	8.00	10.72	14.48

LABORER

Utility Laborer	U-L	8.11	10.87	14.68
Common Laborer I	L-1	6.97	9.34	12.62
Common Laborer II	L-2	6.43	8.62	11.64
Common Laborer III	L-3	5.34	7.16	9.67

S (B) 00283

STANDARD
RENTAL RATES FOR EQUIPMENT

DESCRIPTION	HOOR	DAY	WFEK	MONTH
(AIR COMPRESSOR)				
100 CFM Diesel	5.25	42.00	150.00	430.00
185 CFM Diesel	6.90	55.00	190.00	540.00
(AIR TOOLS AND HOSE)				
Air Grinders Right Angle (Rare)	2.00	16.00	48.00	144.00
Air Impact Wrench 1/2"	1.25	10.00	30.00	90.00
Air Impact Wrench W/Sockets 1/2"	1.75	14.00	42.00	126.00
Air Impact Wrench 1" Bare	2.00	16.00	72.00	225.00
Air Impact Wrench 1" W/Sockets	2.50	20.00	90.00	275.00
Air Hose 3/4" x 50'	.75	4.00	12.00	30.00
Air Tamper (Poqo)	2.25	18.00	60.00	240.00
Chipping Hammer	1.75	14.00	42.00	126.00
Points & Chisels	1.35	6.00	8.00	10.00
Air Driven Saw 0" - 24"	4.45	35.00	105.00	315.00
Air-Hydrostatic Test Pump 8,000 PSI	6.25	50.00	150.00	450.00
Compactor - M.B.W.	2.50	20.00	60.00	165.00
(CRANES AND CHERRY PICKERS)				
8 Ton Truck Mounted Crane	20.00	160.00	720.00	2880.00
15 Ton Cherry Picker	23.00	184.00	828.00	3312.00
18 Ton Cherry Picker	25.00	200.00	900.00	3600.00
20 Ton Cherry Picker	33.00	264.00	1188.00	4752.00

Materials and Consumables, Cost Plus 10% Handling.

Equipment not owned by P.F.S. but furnished to customer will be invoiced at cost plus 15%.

Motorized Equipment not owned by P.S.F. but furnished to customer will be invoiced at 30%. This covers cost of overhead, fuel, oil, grease.

Necessary repairs will be invoiced at cost plus 5% handling.

Stand By

Equipment on Standby will be billed at a minimum of four hours per day of the posted hourly rate.

DESCRIPTION	HOUR	DAY	WEEK	MONTH
(CONCRETE EQUIPMENT)				
Vibrator Electric	3.00	24.00	72.00	220.00
Vibrator Air	3.00	24.00	72.00	220.00
Concrete Saw (Bare)	8.00	64.00	288.00	1008.00
1/2 Yard Concrete Bucket	3.15	25.00	75.00	225.00
Bar Bender Complete	3.50	28.00	126.00	400.00
Ramset Gun Bare	1.00	8.00	24.00	72.00
Curb & Gutter Mule	1.90	15.00	67.50	270.00
(SCOOTERS)				
Gasoline Scooters	2.75	22.00	99.00	390.00
Electric Scooters	3.00	24.00	108.00	430.00
(TRUCKS)				
1/2 Ton Pickup W/Tool Box & Headache Rack	4.00	32.00	144.00	576.00
3/4 Ton Pickup W/Tool Box & Headache Rack	4.50	36.00	162.00	648.00
1 Ton Flat Bed W/Chains & Boomers	5.50	44.00	198.00	790.00
1 Ton Hydraulic Dump Flat Bed	5.50	44.00	198.00	790.00
6 Yard Dump Truck	10.55	84.40	379.80	1500.00
1500 Gal. Water Truck	9.75	78.00	351.00	1400.00
3/4 Ton 4 Wheel Drive Pickup	5.00	40.00	180.00	700.00
(TRACTORS)				
Motor Grader 14 Ft. Blades	32.00	256.00	1152.00	4608.00
Dozer D3	25.00	200.00	900.00	3600.00
Loader, Rubber Tire 2 1/2 C.Y.	23.00	184.00	828.00	3312.00
Self Propelled Sheepfoot Roller Vibratory	20.00	160.00	720.00	2880.00
Self Propelled Drum Roller Vibratory	20.00	160.00	720.00	2880.00

(continued)

DESCRIPTION	HOUR	DAY	WEEK	MONTH
(TRACTORS-Continued)				
Terrain King Slopemower Diesel	12.00	96.00	432.00	1728.00
Ford 2000 Tractor Diesel (Small Farm Type)	7.50	60.00	270.00	1080.00
Ford 6600 Tractor Diesel 3 Pt. take-off	9.00	72.00	324.00	1296.00
Rubber Tire Backhoe w/Extension 3/4 c.y.	18.00	144.00	648.00	2592.00
Rubber Tire Backhoe 3/4 c.y. Standard	17.00	136.00	612.00	2448.00
Grade All W/Extension	37.00	296.00	1332.00	5328.00
15 Ft. Bat Wing Mower Attachment	5.00	40.00	180.00	600.00
21" Lawn Mower Self-Propelled	3.00	24.00	108.00	432.00
Case W4 Loader	16.00	128.00	526.00	2000.00
Minneapolis-Moline	9.00	72.00	324.00	1296.00
(WELDING EQUIPMENT)				
400 Amp. Electric 3 Pak-Skid Mounted (Bare)	12.00	96.00	384.00	1344.00
200 Amp. Gasoline Arc Welder (Bare)	6.25	50.00	200.00	700.00
Pipe Beveling Machine W/Torches	3.50	28.00	112.00	392.00
Pipe Beveling Machine Motorized (Up to 48")	12.00	96.00	384.00	1344.00
Welding Leads x 100 Ft. Sections	0.50	4.00	16.00	56.00
Air Arc Gauge	4.00	32.00	128.00	448.00
Helarc for 300 amp. Welding Machine	6.50	52.00	208.00	728.00
Plasma Cutting Machine (Does not include gas or consumables)	50.00	400.00	1600.00	5600.00
(GENERATOR)				
1. 5 KW Portable	5.00	40.00	160.00	450.00

DESCRIPTION	HOUR	DAY	WEEK	MONTH
(DISC. PLOWS AND POST HOLE DIGGERS)				
1. Double Row Disc. 6 ft. (Small)	2.00	16.00	72.00	252.00
2. Heavy Duty 10 x 28 Disc	4.00	32.00	144.00	504.00
3. 2 Row Turnover Plow	1.50	12.00	54.00	189.00
(FIELD TYPE PORTABLE OFFICES AND) (TOOL SHEDS) (RATES DO NOT INCLUDE HAULING)				
12 X 60 Ft. Office (with Desk & Chairs)	*	*	112.50	450.00
10 X 20 Ft. Office	2.00	16.00	72.00	288.00
8 X 10 Ft. Tool Room on Skid	1.00	8.00	36.00	144.00
8 X 16 Ft. Tool Room/Office	2.00	16.00	72.00	288.00
8 X 12 Ft. Tool Room on Skid (All Steel)	*	*	72.00	288.00
40 Ft. Van W/Shelves, Storage	*	*	62.50	250.00
10 X 20 Ft. Tool Room	1.85	14.80	66.60	260.00
8 X 16 Ft. Tool Room	1.75	14.00	63.00	252.00
* Due to the size and hauling requirements, Weekly and Monthly Rates apply only.				
(TRAILERS)				
24 Ft. 10 Ton Gooseneck	5.50	44.00	198.00	320.00
16 Ft. 4 Wheel Utility Trailer	2.50	20.00	90.00	150.00

DESCRIPTION	HOURL	DAY	WEEK	MONTH
(MISCELLANEOUS)				
Chain Hoist 1/2 to 1-1/2 Ton	1.50	12.00	54.00	216.00
Level and Rod	2.00	16.00	72.00	288.00
Transit & Rod	2.25	18.00	81.00	324.00
Vacuum Cleaner	1.00	8.00	36.00	126.00
Floor Buffer (Bare)	1.50	12.00	54.00	189.00
Weed Eater (Gasoline)	2.50	20.00	90.00	315.00
Personnel Basket	2.00	16.00	72.00	288.00
Magnet Sweeper	7.50	60.00	270.00	945.00
Radial Arm Saw	3.00	24.00	108.00	378.00
580 STIHL Chainsaw	2.50	20.00	90.00	315.00
Steam Cleaner Electric	5.00	40.00	120.00	360.00
Roto Hammer 1/4" to 1" Drill	3.15	25.00	75.00	225.00
Porta Power Hydraulic	1.85	14.80	66.60	180.00
Ridgid Electric Pipe Threader 270	2.50	20.00	60.00	180.00
Electronic Pipe Locator	3.15	25.00	112.50	450.00
500 Gal. Fuel Tank W/Meter on Stand	1.25	10.00	45.00	180.00
1000 Gal. Fuel Tank W/Meter on Stand	2.50	20.00	90.00	360.00
Crane Mats 4' X 20'	6.25	50.00	225.00	900.00

DESCRIPTION	HOUR	DAY	WEEK	MONTH
(MISCELLANEOUS)				
Chain Hoist 1/2 to 1-1/2 Ton	1.50	12.00	54.00	216.00
Level and Rod	2.00	16.00	72.00	288.00
Transit & Rod	2.25	18.00	81.00	324.00
Vacuum Cleaner	1.00	8.00	36.00	126.00
Floor Buffer (Bare)	1.50	12.00	54.00	189.00
Weed Eater (Gasoline)	2.50	20.00	90.00	315.00
Personnel Basket	2.00	16.00	72.00	288.00
Magnet Sweeper	7.50	60.00	270.00	945.00
Radial Arm Saw	3.00	24.00	108.00	378.00
580 STIHL Chainsaw	2.50	20.00	90.00	315.00
Steam Cleaner Electric	5.00	40.00	120.00	360.00
Roto Hammer 1/4" to 1" Drill	3.15	25.00	75.00	225.00
Porta Power Hydraulic	1.85	14.80	66.60	180.00
Ridgid Electric Pipe Threader 270	2.50	20.00	60.00	180.00
Electronic Pipe Locator	3.15	25.00	112.50	450.00
500 Gal. Fuel Tank W/Meter on Stand	1.25	10.00	45.00	180.00
1000 Gal. Fuel Tank W/Meter on Stand	2.50	20.00	90.00	360.00
Crane Mats 4' X 20'	6.25	50.00	225.00	900.00



INSURANCE CERTIFICATE

Cert. # _____

THIS IS TO CERTIFY THAT the policy or policies, if any, described in items 1 through 6 have been issued by the Texas Employers Insurance Association, and/or the Employers Casualty Company, and/or the Employers National Insurance Company, and/or the Employers Casualty Corporation, and/or the Employers National Insurance Corporation as insurer or insurers to the insured designated in this certificate, and that each such policy or policies, subject to the limits of liability, exclusions, provisions, conditions and other terms thereof, are in full force and effect as of the date of this certificate. If any such policy is cancelled or is not renewed at the request of either the insured or the insurer, or if any such policy or any renewal thereof is changed in any manner or for any reason so as to affect this Certificate, ten days' prior written notice will be mailed by the insurer to the certificate holder, herein named. THE CERTIFICATE OF INSURANCE AS SHOWN IN THIS CERTIFICATE REMAINS IN EFFECT UNTIL TEN DAYS' PRIOR WRITTEN NOTICE IS MAILED TO THE CERTIFICATE HOLDER (at the address shown below) AS ABOVE PROVIDED, or if a date is shown in the column headed "expiration date," such insurance shall expire either upon such date, or upon the date specified in written notice mailed ten days prior thereto, whichever date shall first occur. This certification is not a joint but is a separate undertaking of each of the insurance carriers shown below.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Sunoco Terminals, Inc.
P.O. Box 758
Nederland, Texas 77627
Attn: Marie Stelly

EFFECTIVE DATE OF THIS CERTIFICATE

November 11, 1981

ISSUED AT

Dallas, Texas

TEXAS EMPLOYERS'
INSURANCE ASSOCIATION

EMPLOYERS CASUALTY
COMPANY

EMPLOYERS NATIONAL
INSURANCE COMPANY

MISSION NATIONAL INS. CO.

~~EMPLOYERS CASUALTY~~
~~INSURANCE COMPANY~~

~~EMPLOYERS NATIONAL~~
~~INSURANCE COMPANY~~

BY (Authorized Representative)

(Signed)

(Typed)

Lance Leslie, Ex. Rep.

NAME AND ADDRESS OF INSURED

Plant & Field Service of Texas, Inc.
MAILING ADDRESS: P. O. Box 2583
Santa Fe Springs, California 90670

OTHER LOCATIONS: 8213 Upper River Rd.
Corpus Christi, Texas 78409

RR 7, Box 1445
Houston, Texas 77016

INSURANCE IN FORCE	Kind	Policy Number	Expiration Date	LIMITS OF LIABILITY NOT LESS THAN			STATE AND LOCATION OF OPERATIONS
				Each Person	Each Accident (or Occurrence) Per Policy Provisions	Per Policy Or Aggregate	
1	Coverage A	WC-78380	Date Stated	Fully Complies With Requirements of Texas Workmen's Compensation Law			STATE OF TEXAS
	Coverage B	And Renewal Thereof	In Written Notice	XXX	\$100,000	Disease Only	
2	Coverage A	WC-878788	"	Fully Complies With Requirements of State Law			Louisiana
	Coverage B	And Renewal Thereof	If Blank - See Heading	XXX	\$100,000	Disease Only	
3	Bodily Injury	CGL-565431	"	\$ XXXXXX	\$ 300,000	\$ 300,000	U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA
	Property Damage	And Renewal Thereof	If Blank - See Heading	XXX	\$ 100,000	\$ 200,000	
4	Bodily Injury	CAF-596428	"	\$ 250,000	\$ 500,000	Not Applicable	U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA
	Property Damage	And Renewal Thereof	If Blank - See Heading	XXX	\$ 100,000	Not Applicable	
5		MN004436	"	\$ 15,000,000.00	\$ 100,000.00	\$	
		And Renewal Thereof	If Blank - See Heading	UMBRELLA	LIABILITY		
6			"	\$	\$	\$	
		And Renewal Thereof	If Blank - See Heading	\$	\$	\$	

Waiver of Subrogation in favor of: Sunoco Terminals, Inc.

S (B) 00290

tion, as well as other requirements specified in section 114 and section 10 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder 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 non-exempt 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 non-exempt subcontract.

R. **NON-SEGREGATED FACILITIES CERTIFICATION** [Applicable if contract amount exceeds \$10,000 (40 CFR 1.8).]

Contractor/supplier certifies that it does not and will not maintain any facilities 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)

Danny Hales
(Signature of Authorized Representative)

Manager
(Title of Authorized Representative)

11-10-81

Date

Plant & Field Service of Texas Inc.
Company

P.O. Box 10910 Corpus Christi, Tex
Address

79410

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

ACCOUNT OR APPLICATION NUMBER	AS APPLICABLE	USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	RELEASE NO.	ON-GOING SERVICES CONTRACT
			X					X
PLANT & FIELD SERVICE OF TEXAS, INC.		SUNOCO TERMINALS, INC.						
P. O. Box 10910		4806 Up River Road						
Corpus Christi, Texas 78410		Corpus Christi, Texas 78410						
Attention: Danny Hales (512) 241-0694		Attention: K. G. Lowrance						

This AGREEMENT, effective Aug. 1 1981, between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Highway 347, Nederland, Texas & 4806 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: Plant Maintenance 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 | Exhibits: (A) <u>Labor and Equipment Rates</u> |
| () 2. Specifications | (B) <u>Insurance Certificate</u> |
| () 3. Work Description | (C) <u>FEO Compliance Certificate</u> |
| (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:

Except any materials furnished by Owner

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 current labor and equipment rates (Exhibit "A")

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor shall invoice monthly with appropriate backing papers attached to invoice.
Terms of payment shall be thirty (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 Aug. 1, 1981. 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 terminated by either party with 15 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: Thirty (30) days written notice must be given prior to any

change in labor and equipment rates.

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:

- Workers' 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:	
J. H. Bennett	
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: <u>8-7-81</u>	CONTRACTOR: DATE: <u>8-10-81</u>
BY: <u>[Signature]</u>		BY: <u>[Signature]</u>
TITLE: <u>Vice-President-Operations</u>		TITLE: <u>Mgr.</u>

SUN - 40234

ORIGINAL - CONTRACTOR

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