

PLAINTIFF'S EXHIBIT

KRC-557

APPROVED BY (SIGNATURE)

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY J. H. Bennett				CONTRACT NO. FS 100-81		CHECK APPROPRIATE BLOCK	
ACCOUNT OR APPROPRIATION NUMBER Deep Sea - 231				SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT
CITY OR STATE TEXAS INDUSTRIAL SERVICE				☒	☐	☐	☐
ADDRESS P. O. Box 2351				CITY OR STATE SUNOCO TERMINALS, INC.			
ADDRESS Corpus Christi, Texas 78401				ADDRESS 4908 UP RIVER ROAD			
ADDRESS Corpus Christi, Texas 78401				ADDRESS CORPUS CHRISTI, TEXAS 78407			
ADDRESS Attention: K. G. Lowrance				ADDRESS Attention: K. G. Lowrance			

This AGREEMENT, effective April 7, 1980, between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Hwy. 347, Nederland, TX & 4908 Up River Road, Corpus Christi, Tx. 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: Furnishing entrance mats on weekly basis at Owner's Deep Sea office.

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) Insurance Certificate
 () 2. Specifications _____
 () 3. Work Description _____
 () 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:

NONE

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:

Entrance mats furnished at \$2.00 per week per mat.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor to invoice monthly with supporting documents for all charges. Terms shall be net 30 days.

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 April 7, 1980. 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 cancelled by either party with 30 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:

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:

- 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.
- 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: 300,000.00 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: 300,000.00 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:	
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) 00026

OWNER: _____ DATE: _____ CONTRACTOR: DATE: _____
 BY: Director of Facilities BY: _____
 TITLE: _____ TITLE: _____

Certificate of Insurance

ord

NAME AND ADDRESS OF AGENCY

WADDELL & BLANK
309 N. LEE
ODESSA, TEXAS 79761
PHONE: 915-332-6865

NAME AND ADDRESS OF INSURED

TEXAS INDUSTRIAL SERVICES, INC.
BOX 20188
SAN ANTONIO, TEXAS 78220

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** NORTH RIVER INSURANCE COMPANY

COMPANY LETTER **B** INTERNATIONAL INSURANCE COMPANY

COMPANY LETTER **C** UNITED STATES FIRE INSURANCE COMPANY

COMPANY LETTER **D**

COMPANY LETTER **E**

RECEIVED
JAN 1 1984
MATERIALS

This certificate is issued as a matter of information only and does not constitute an offer of insurance. It is subject to all the terms, conditions, exclusions and coverages of the policies listed below. It does not extend or alter the coverage afforded by the policies listed below.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$000)		
				EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY					
☒ COMPREHENSIVE FORM	540 41 84 32 5	1/1/83	BODILY INJURY	\$ 500	\$ 500
☒ PREMISES—OPERATIONS			PROPERTY DAMAGE	\$ 100	\$ 100
☐ EXPLOSION AND COLLAPSE HAZARD					
☒ UNDERGROUND HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
☒ PRODUCTS/COMPLETED OPERATIONS HAZARD					
☒ CONTRACTUAL INSURANCE					
☒ BROAD FORM PROPERTY DAMAGE					
☒ INDEPENDENT CONTRACTORS					
☒ PERSONAL INJURY					\$ 500
AUTOMOBILE LIABILITY					
☒ COMPREHENSIVE FORM	540 41 84 16 3	1/1/83	BODILY INJURY (EACH PERSON)	\$ 500	
☒ OWNED			BODILY INJURY (EACH ACCIDENT)	\$ 500	
☒ HIRED	130 12 61 22 9	1/1/83	PROPERTY DAMAGE	\$ 100	
☒ NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
EXCESS LIABILITY					
☐ UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
☐ OTHER THAN UMBRELLA FORM					
WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	408 21 35 26	1/1/83	STATUTORY		
OTHER				\$ 100	(EACH ACCIDENT)
			# S (B) 00195		

PLACES OF OPERATIONS/LOCATIONS/VEHICLES

LOCATIONS: TEXAS, NEW MEXICO, OKLAHOMA

ODES: 2581 - LAUNDRIES; 2583 - CLEANING OR DYEING; 2587 - TOWEL OR TOILET SUPPLIES; 8810 - CLERIAL; 8809 - EXECUTIVE OFFICERS

Notification: 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.

Sun Oil
4908 Up River Road
Corpus Christi, Texas 78407
ATTN: Mr. Bud Brown

DATE ISSUED: December 30, 1981

Wadell & Blank
WADDELL & BLANK INSURANCE
AUTHORIZED REPRESENTATIVE