

SUN-97

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY

G. L. Dauberman/E. W. Williams

CONTRACT NO.

FS100-51

ACCOUNT OR APPROPRIATION NUMBER

Ingleside

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OR

USE

TAX

EXEMPT

SUBJECT

NOT

SUBJECT

CITY OR

STATE

RELEASE NO.

ONE-TIME CONTRACT

ON-GOING SERVICES CONTRACT

RELEASE AGAINST ON-GOING SERVICES CONTRACT

Port Line Handlers, Inc.

P. O. Box 956

Aransas Pass, Texas 78336

Attn: Mr. J. R. McWilliams

Sunoco Terminals, Inc.

4908 Up River Road

Corpus Christi, Texas 78407

Attn: E. W. West

This AGREEMENT, effective July 1, 1979, between Sunoco Terminals, Inc.

hereinafter called "Owner", having an office at

Hwy. 347, Nederland, Texas 77627

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: Mooring service at Owner's Ingleside, Texas terminal as requested.

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

(X) 1. Design drawings As applicable

Exhibits: (A) Proposal

(X) 2. Specifications

(B) EEOC Certificate

(X) 3. Work Description

(C) Insurance Certificate

(X) 4. Safety and Security Requirements

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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:

As covered by your proposal dated 6-13-79 and attached hereto as Exhibit "A"

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Invoice by the ship Terms: Net 10 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 July 1, 1979. 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

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 by both parties. This contract may be terminated by 30 days written notice, either party.

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:

\$ 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. ☐ N/A2. ☐

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:

G. L. Dauberman
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: 6-29-79

CONTRACTOR: DATE: 8-21-79

BY: J. R. McWilliams
TITLE: Director of FacilitiesBY: James R. McWilliams
TITLE: President

"A"

FS-100-51

PORT LINE HANDLERS, INC.

P. O. BOX 956

ARANSAS PASS, TEXAS

Aransas Pass Phone:

758-2405

J. R. McWilliams

President

Corpus Christi Phone:

TU 4-3681

R. E. Bounds

Vice President & Gen. Man.

Sunoco Terminals Inc.

4908 Up River Rd.

Corpus Christi, Tx. 78407

June 13, 1979

Contract request

for mooring service

at Ingleside Terminal

This contract made and entered into between the:-----

Sunoco Terminals Inc. (hereafter referred to as the Shipping Agent), and Port Line Handlers, Inc. P. O. Box 956, Aransas Pass, Tx. 78336.

Port Line Handlers, Inc. (hereafter referred to as the Line Handler) agrees to furnish sufficient manpower to provide Shipping Agent prompt and efficient service at any hour, day or night, seven days a week, for mooring and unmooring ships, placing gangway in position upon arrival, and removing and storing gangway at sailing time. These services shall be provided for a flat fee of \$250.00 per ship.

The Line Handler also agrees to connect cargo hoses at the time of docking and to disconnect the same hoses when loading or discharge of cargo is completed. These services shall be provided for a flat fee of \$150.00.

Shipping Agent agrees to notify Line Handler of ships arrival at least 24 hours prior to bar time. Shipping Agent also agrees to 2 hours prior notification for disconnection of cargo hoses and for unmooring ship.

This agreement shall become effective July 1, 1979, and continue for one calendar year until June 30, 1980. It shall automatically be extended for an additional year, under the same terms, unless one of the parties gives notice to the other party, in writing, at least 60 days prior to June 30, 1980, or any succeeding year, stating reasons for changing or terminating the agreement.

Accepted _____

By _____

Port Line Handlers, Inc.

By J. R. McWilliams
President

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

TO: SUPPLIERS

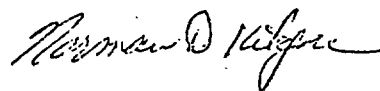
SUNOCO TERMINALS, INC. is required to obtain annual certifications and provide the following information to its actual or potential suppliers and subcontractors under Executive Orders 11246 of September 24, 1965, as amended, and 11598 of June 16, 1971 and the regulations, orders and rules promulgated thereunder.

Your signature below will constitute for a period of one year from the date of execution hereof your certification of nonsegregated facilities and your assent to the incorporation by reference of the seven-paragraph Equal Opportunity Clause in every purchase order issued by this Company and any supply or service agreement entered into by this Company and you. Your signature further constitutes your assent to obtain similar certifications and assents from your suppliers and contractors as required under Executive Order 11246, as amended, and your acceptance of the affirmative action and EEO-1 ruling provisions where applicable.

Furthermore, your signature below will constitute for a period of one year from the date of execution hereof your assent to the incorporation of the Contractor and Subcontractor Listing Requirement in every purchase order issued by this Company and any supply or service agreement entered into by this Company and you. Your signature further constitutes your assent to list all applicable employment openings with the local state employment office as required under Executive Order 11598 and as well as your acceptance of the applicable reporting requirements.

Please sign and return at your earliest convenience.

Yours truly,



On all applicable non-exempt purchase orders or contracts exceeding \$10,000 or more the seller agrees as follows:

A. EQUAL OPPORTUNITY CLAUSE (Executive Order 11246)

1. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Seller will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Seller will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by

rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

B. CERTIFICATE OF NONSEGREGATED FACILITIES (Executive Order 11246)

1. The undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned understands and agrees that a breach of this certification is a violation of the Equal Opportunity Clause; that he will retain such certifications in his files.
2. Where the Seller has more than 50 employees or sells more than \$50,000 annually to SUNOCO TERMINALS, INC. :
 - a. The Seller agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this certification or the award of any such purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually, on or before March 31st.
 - b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

C. CONTRACTOR AND SUBCONTRACTOR LISTING REQUIREMENT (Executive Order 11598)

The Seller agrees that all employment openings of the seller which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by the contract and including those occurring at an establishment of the seller other than the one wherein the contract is being performed by

excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for a listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required: Provided that this provision shall not apply to openings which the seller fills from within the seller's organization and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job orders.

Port Line Haulers, Inc.
(Name of Company)

August 21, 1979
(Date)

James R. McWilliams President
(Signature of Authorized Representative) (Title of Authorized Representative)

NOTE:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PORT LINE HANDLERS, INC.
P.O. Box 956
Aransas Pass, Tx. 78336

Aransas Pass Phone:
758-2405
J. R. McWilliams
President

Corpus Christi, Phone
884-3681
R. E. Bounds
Vice Pres. & Gen. Mngr.

December 1, 1981

Mr. G. L. Dauberman
Sunoco Terminals, Inc.
P. O. Box 758
Nederland, TX 77427

RE: Contract #F. S. 100-51
Dated July 1, 1979

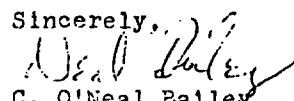
Dear Sir:

Port Line Handlers, Inc. has been operating under the terms of the contract mentioned above for approximately 1½ years with no change in the basic tariff rates. During that time costs of labor, transportation, and insurance have increased significantly as they will doubtlessly continue to do. In an attempt to help control inflation and give the best service at the lowest cost this company has postponed any price increase during this period. However it is necessary, at this time, to bring our tariff under this contract more in line with current costs and inflation. Listed below are the rates which we think will permit us to make a reasonable return under this agreement:

Mooring and Unmooring.....	\$325.00
Connect and disconnect hoses.....	\$225.00
TOTAL.....	\$550.00

All other terms including the rate for "Standby-time" would remain as originally agreed. This new rate will become effective January 1, 1982 as provided under article #6 of the original contract.

Sincerely,


C. O'Neal Bailey

CC: Mr. K. G. "Buckshot" Lowrance
Sunoco Terminals, Inc.
4908 Up River Road
Corpus Christi, TX 78407

S (B) 00150

Certificate of Insurance

NAME AND ADDRESS OF AGENCY SHELTON INS. AGENCY, INC. P. O. BOX 55 CORPUS CHRISTI, TX 78403 TEL: (512) 882-5586	COMPANIES AFFORDING COVERAGES COMPANY LETTER A The Employers' Fire Ins. Co. COMPANY LETTER B International Insurance Company COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED Port Line Handlers, Inc. P. O. Box 956 Aransas Pass, Texas 78336	

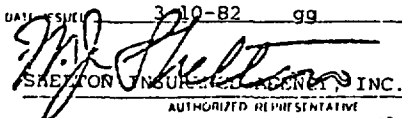
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance 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	EFFECTIVE DATE	Limits of Liability in Thousands (000)		
					PER OCCURRENCE	AGGREGATE
A	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 w/Excl. "c" deleted	FR E57 95 92	2-15-83	BODILY INJURY	\$ 300	\$
				PROPERTY DAMAGE	\$ 100	\$ 100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$ 300
A	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	FR E57 95 92	2-15-83	BODILY INJURY (EACH PERSON)	\$ 250	
				BODILY INJURY (EACH ACCIDENT)	\$ 500	
				PROPERTY DAMAGE	\$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
B	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	523 059732 9	2-15-83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000	\$1,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER	Under Separate Cover		STATUTORY	\$	
						# S (B) 00151

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Mooring of Ships - State of Texas	RECEIVED MAR 12 1982
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Cancellation: Should any of the above described policies be cancelled before the expiration date, the 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, INCORPORATED P. O. Box 758 Nederland, TX 77627 ATT'N: Mr. Jack Bennett
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DATE ISSUED 3-10-82 gg

 SHELTON INSURANCE AGENCY, INC.
 AUTHORIZED REPRESENTATIVE