

APPROVED BY (SIGNATURE)

SUN-74

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				RELEASE NO.			
P. O. Box 2351				ONE-TIME CONTRACT			
Corpus Christi, Texas 78401				ON GOING SERVICES CONTRACT			
				RELEASE AGAINST ON-GOING SERVICES CONTRACT			
SUNOCO TERMINALS, INC.							
4906 UP RIVER ROAD							
CORPUS CHRISTI, TEXAS 78407							
Attention: K. G. Lawrence							

THIS AGREEMENT, effective April 7, 1980, between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Hwy. 347, Nederland, TX & 4906 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:
\$100,000.00 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: \$100,000.00 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 750	
Nederland, Texas 77627	
Contractor shall sign and return one fully executed	

IN WITNESS WHEREOF, the parties have executed this Contract.

S (B) 00026

OWNER: _____ DATE: _____ CONTRACTOR: DATE: _____

BY: _____ BY: _____

Certificate of Insurance

NAME AND ADDRESS OF AGENCY WADDELL & BLANK 309 N. LEE ODESSA, TEXAS 79761 PHONE: 915-332-6865		COMPANIES AFFORDING COVERAGES	
		COMPANY LETTER	A NORTH RIVER INSURANCE COMPANY
		COMPANY LETTER	B INTERNATIONAL INSURANCE COMPANY
NAME AND ADDRESS OF INSURED TEXAS INDUSTRIAL SERVICES, INC. BOX 20188 SAN ANTONIO, TEXAS 78220		COMPANY LETTER	C UNITED STATES FIRE INSURANCE COMPANY
		COMPANY LETTER	D
		COMPANY LETTER	E

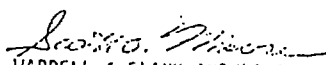
is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies.

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

LOCATIONS: TEXAS, NEW MEXICO, OKLAHOMA
 ODES: 2581 - LAUNDBRIES; 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

 WADDELL & BLANK
 AUTHORIZED REPRESENTATIVE