

STANDARD OIL COMPANY OF TEXAS
ENGINEERING DEPARTMENT - SAN FRANCISCO

SPECIFICATION NO. E-2691

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SECTION 2 - GENERAL CONDITIONS

2.01 PRECEDENCE

In the event of a conflict between any of the following items, they shall take precedence in the order listed:

- a) Specification No. E-2691.
- b) Terms and Conditions.
- c) Construction drawings attached to Specification No. E-2691.
- d) Standard drawings attached to Specification No. E-2691.
- e) Standard specifications attached to Specification No. E-2691.
- f) Reference drawings and specifications, engineering instructions and plant instructions attached to Specification No. E-2691.
- g) American Society of Testing Materials Specifications or other similar publications referred to in this Specification No. E-2691 but not attached hereto.

2.011 As used in the standard specifications attached hereto, the following words and phrases shall mean: (a) Purchaser refers to COMPANY; (b) Supplier or Vendor refers to CONTRACTOR; and (c) Purchaser's inspector refers to COMPANY Construction Representative as defined in Section 2.021.

2.012 Unless expressly provided in this Specification, (a) any provisions contained in the standard specifications requiring COMPANY to furnish data, specifications, material, and equipment work or any other matter which is covered by this contract shall instead be furnished by CONTRACTOR; (b) any provisions of the standard specifications requiring COMPANY to inspect certain material and equipment

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or work shall mean that COMPANY has an option, rather than the obligation, to so inspect such material and equipment or work; (c) any warranty provisions contained in the standard specifications will be of no effect and the warranty provisions of this Specification, if any, shall apply; and (d) any item of material and equipment, work, inspection or testing to be furnished at extra expense to COMPANY pursuant to the standard specifications shall be furnished under this Specification at no increase in the contract price.

All provisions in the standard specifications concerning compensation or payment to CONTRACTOR in case of delay shall be of no effect, and the provisions of the Terms and Conditions and of this Specification shall apply.

In the engineering instructions, reference to COMPANY'S personnel shall be of no effect, and CONTRACTOR'S personnel shall perform all activities which COMPANY'S personnel are to perform under the engineering instructions.

Where standard specifications on materials or equipment contain a Section B covering COMPANY'S normal requirements for purchasing, this Section B shall be of no force or effect.

- 2.013 The specifications indicate qualities of materials and methods of workmanship, and the drawings indicate dimensions, quantities, positions and details of construction. Figured dimensions take precedence over scaled measurements; and supplementary details or instructions, revisions of a later date, and addenda take precedence over the original information and earlier addenda. In case of ambiguity in quantity or quality, the greater quantity or better quality shall govern.

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2.02 FIELD REPRESENTATIVE

2.021 COMPANY'S Construction Representative

COMPANY will maintain a Construction Representative in the field who will be the only COMPANY employee in the field authorized to represent COMPANY with respect to contractual matters for work covered in this Specification.

2.0211 Examples of his functions are to:

- a) Establish and maintain field liaison between CONTRACTOR'S Construction Representative and COMPANY.
- b) Furnish materials and equipment to CONTRACTOR per Paragraph 3.06 of this Specification.
- c) Review CONTRACTOR'S construction schedule.
- d) Furnish drawings and other detailed information.
- e) Explain drawings and specifications as required.
- f) Make such inspection of the facilities during construction as COMPANY may desire in order to check the quality and progress of the work.
- g) Review and approve field changes or material substitutions, or any other matter where COMPANY'S approval or agreement is required by this Specification.
- h) Negotiate with CONTRACTOR'S Construction Representative the amount of increase or decrease in compensation due CONTRACTOR arising from any changes in the Work which COMPANY may authorize.

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2.022 CONTRACTOR'S Construction Representative

CONTRACTOR shall maintain a Construction Representative in the field at all times who shall act in full charge of CONTRACTOR'S work and maintain field liaison between CONTRACTOR and COMPANY'S Construction Representative.

2.0221 Examples of his functions are to:

- a) Represent CONTRACTOR in matters pertaining to construction quality, schedule and accounting practice.
- b) Represent CONTRACTOR during acceptance tests.
- c) Receive materials and equipment from COMPANY per Paragraph 3.06 of this Specification.
- d) Negotiate and approve for CONTRACTOR the amount of increase or decrease in compensation due CONTRACTOR arising from COMPANY'S authorized changes in the Work to be performed by CONTRACTOR.

2.03 OTHER CONTRACTS

COMPANY reserves the right to let other contracts or perform other services in connection with the work. CONTRACTOR shall afford others equitable opportunities for the introduction and storage of their materials and the execution of their work and shall properly coordinate his work with theirs. If any part of CONTRACTOR'S work depends for proper execution upon existing work or work to be performed by others, CONTRACTOR shall inspect and measure such other work and promptly report to COMPANY if there are any discrepancies or defects therein which renders it unsuitable for proper execution of CONTRACTOR'S work. Failure of CONTRACTOR to inspect and report any discrepancies or defects in such other work before

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performing the work hereunder which is dependent upon such other work shall constitute an acceptance thereof by CONTRACTOR.

2.04 CHANGE IN THE WORK

- 2.041 If COMPANY issues an order which it identifies as a "Change in the Work," as defined in Section 2.1 of the Terms and Conditions, CONTRACTOR shall not commence with the work so ordered until either (a) a fixed price for the "Change in the Work" is agreed upon, or (b) a written agreement has been reached between COMPANY and CONTRACTOR as to the basis to be used in evaluating the resulting change in the contract price, if any, or (c) COMPANY elects in writing to adjust the contract price as provided in the "Exhibit - Change in the Work."
- 2.042 CONTRACTOR shall, within ten (10) working days of the receipt of an order which is classified as a "Change in the Work," furnish COMPANY a statement of its proposal for appropriate adjustment occasioned thereby. After receiving CONTRACTOR'S proposal, COMPANY shall within ten days either accept the proposal and direct CONTRACTOR to proceed therewith or elect to have the adjustment in contract price be evaluated in accordance with the "Exhibit - Change in the Work," or reject CONTRACTOR'S proposal. If COMPANY rejects CONTRACTOR'S proposal it may request a new proposal from the CONTRACTOR.
- 2.043 Once the amount or a basis for determining the amount is arrived at for a "Change in the Work," COMPANY shall issue a "Change in the Work" order either revising the contract price by such amount or specifying such basis.
- 2.044 COMPANY may issue drawings or instructions to "detail and illustrate the work," under Section 1.2 of the Terms and Conditions, which are not identified as a "Change in the Work." Should any supplementary drawings or instructions be, in the opinion of CONTRACTOR, a Change in the Work, written notice thereof must be given to COMPANY within 10

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days of the receipt of such instructions.

If such written notice is given, CONTRACTOR shall not proceed with the work so ordered until: (a) COMPANY amends such instruction, (b) written agreement is reached between COMPANY and CONTRACTOR that such instruction is not a "Change in the Work," (c) written agreement is reached between COMPANY and CONTRACTOR that such instruction is a "Change in the Work" and the resulting change in the contract price, if any, is determined in the manner provided in Section 2.041 above, or (d) a written request to proceed is issued, as provided in Section 2.045 below.

CONTRACTOR'S failure to give such written notice respecting any instruction to "detail and illustrate the work" under said Section 1.2 of the Terms and Conditions shall be deemed his acceptance of and agreement to perform such instruction without any change in the contract price.

2.045 If COMPANY and CONTRACTOR fail to agree as to whether or not such an instruction is a "Change in the Work," it may become necessary, in certain limited cases, for COMPANY to issue a written request for CONTRACTOR to proceed with the work without such agreement. In such cases, the change in the contract price, if any, shall be evaluated in accordance with "Exhibit - Change in the Work," if it is subsequently determined that such instruction constitutes a "Change in the Work;" and CONTRACTOR'S performance of the work shall not prejudice its claim that such instruction constitutes a "Change in the Work."

2.05 SCHEDULE AND COST BREAKDOWN

CONTRACTOR shall maintain a detailed construction schedule for all phases of work covered in this Specification.

2.051 Construction schedule shall indicate, for each portion of work, the start of construction, job progress and completion date. Completion dates

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shall agree with any dates set forth on the Contract Facing Sheet for the various phases of work.

- 2.052 COMPANY'S Construction Representative will review the schedule with CONTRACTOR'S Construction Representative at periodic intervals to verify that work is being performed as scheduled. Modifications to the schedules which affect the completion dates established in the schedule must be approved in writing by both CONTRACTOR and COMPANY.
- 2.053 CONTRACTOR shall submit monthly progress reports which shall include a description of the month's work and shall state the percent of completion and expected final completion dates of each phase of work. The format of the progress report will be developed with COMPANY'S Construction Representative.
- 2.054 Anticipated delivery dates for major materials and equipment are shown on the Equipment List GT-D-21601 included in the Appendix. CONTRACTOR will be furnished with current information regarding delivery dates as the job progresses. Except for delivery of the Reactor Feed Pump G-3901, delivery delays up to 2 weeks will not be considered cause for delays in completing the work hereunder or for reimbursement pursuant to Section 3.2 of the Terms and Conditions. Except for delivery of the Reactor Feed Pump G-3901, delivery delays of longer than 2 weeks in the delivery of major materials and equipment to be furnished by COMPANY will be considered as causes for delays caused by COMPANY under Section 3.2 of the Terms and Conditions.
- A delay in delivery of Reactor Feed Pump G-3901 will be considered as cause for delay caused by COMPANY.
- 2.055 Upon receiving notification of the acceptance of his bid, CONTRACTOR shall furnish COMPANY a breakdown of his bid price in accordance with the item list included in the Appendix. Material cost and labor cost shall be shown separately for each item.

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CONTRACTOR shall provide revised breakdown of final cost to COMPANY with CONTRACTOR'S final invoice.

2.056 CONTRACTOR shall furnish a daily manpower report listing all employees by craft who are working for him on COMPANY'S premises. Reports shall be furnished on forms of the type specified by the COMPANY Construction Representative.

2.06 WORK WEEK AND OVERTIME

2.061 CONTRACTOR shall pursue the field construction work on a 40-hour per week work schedule, unless modified in accordance with paragraph 2.064 or 2.065 below.

2.062 CONTRACTOR may, at his discretion, work such "incidental" overtime as he may deem practicable and necessary for the proper prosecution of the field work; "incidental" overtime is defined to mean overtime worked for CONTRACTOR'S convenience which is confined to a fraction of the total work force, usually small groups assigned to a specific task such as the completion of a concrete pour not finished during the working day scheduled for the total work force during that period, or a major equipment lift performed on a normally non-working day.

2.063 All costs of "incidental" overtime are covered by the basic contract price.

2.064 CONTRACTOR shall obtain approval of COMPANY not less than 10 days in advance before changing the field weekly work schedule.

2.065 COMPANY reserves the right to modify the field weekly work schedule stated in paragraph 2.061 above, after consultation with the various prime contractors employed on the site.

2.066 If the normal 40-hour per week field work schedule is increased by COMPANY pursuant to paragraph 2.065 above, the contract compensation shall be increased

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by the sum of the incremental overtime costs, defined below, for the field labor force directly engaged in the construction, erection and installation of the work hereunder, including craft foreman but no higher supervisory levels. The incremental overtime cost shall be the portion of the following costs for the scheduled overtime worked which would not otherwise have been incurred if the work performed during the scheduled overtime had been performed during the normal 40-hour work week:

Wages, payroll taxes, premiums for Workmen's Compensation Insurance and benefits which CONTRACTOR must pay in accordance with government regulations or union agreements.

2.07 PLANT REGULATIONS

Prior to commencement of work, CONTRACTOR shall become familiar with the following plant regulations. CONTRACTOR shall be responsible for compliance with these regulations.

2.0701 Admission Into Premises of COMPANY

- a. COMPANY'S Construction Representative will inform CONTRACTOR of the gate through which his employees shall enter and leave premises of COMPANY.
- b. CONTRACTOR'S employees shall be admitted to COMPANY'S premises only after display of either (i) CONTRACTOR'S badge whenever COMPANY'S Construction Representative has approved the use of such badge, for example in the case of major construction jobs, or (ii) COMPANY pass badge, in all other cases.

When required, COMPANY pass badge will be issued by the Gate Guard to each employee upon entering the COMPANY'S premises each day and shall

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be surrendered upon leaving COMPANY'S premises. CONTRACTOR'S foreman or his delegated representative shall identify each of CONTRACTOR'S employees to the Gate Guard at the time the passes are issued each day to the employees. CONTRACTOR shall notify COMPANY'S Construction Representative of the individual responsible for identifying CONTRACTOR'S employees.

- c. Passes for vehicles will be issued only to drivers of motor vehicles used in connection with CONTRACTOR'S work. No private cars will be allowed in the plant except those driven by CONTRACTOR'S supervisory personnel which have been authorized by COMPANY'S Construction Representative. CONTRACTOR shall supply transportation for all of his employees from the gate to the job site and return. CONTRACTOR shall inform COMPANY'S Construction Representative of the motor vehicle equipment CONTRACTOR will use including any trucks used for material deliveries from outside of COMPANY'S premises.
- d. CONTRACTOR'S drivers shall drive carefully over designated routes, observe speed limits and stop signs, and park only in designated areas. COMPANY'S Construction Representative will designate routes and parking areas. The COMPANY assumes no responsibility for damages to cars, trucks, or other vehicles which belong to the CONTRACTOR, subcontractors or CONTRACTOR'S employees - when driven or parked on COMPANY'S premises.
- e. Mechanical equipment that is not fitted with pneumatic tires will not be allowed to travel on paved COMPANY

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roadways. CONTRACTOR must satisfy COMPANY that the equipment he proposes to use is operable over all COMPANY roadways and bridges. CONTRACTOR shall repair any damage to such existing roadways and bridges caused by his operations.

2.0702

Protective Equipment

CONTRACTOR shall be responsible for providing protective equipment for his employees and shall be responsible for requiring that this equipment is properly used. Hard hats shall be worn in the operating, maintenance, or construction areas, and all other areas and shops identified by signs or notice to CONTRACTOR that hard hats should be worn. Eye and other protective equipment shall be worn whenever COMPANY'S Construction Representative notifies CONTRACTOR that such protection is advisable, or whenever the situation is such that protective equipment is necessary for the safety of CONTRACTOR'S employees.

2.0703

Matches

The carrying of "strike anywhere" matches on COMPANY'S premises is prohibited. Any cigar or cigarette lighter carried on COMPANY'S premises must have flint, steel and operating mechanism enclosed in such a manner as to prevent accidental lighting or sparking.

2.0704

Smoking

Smoking is prohibited except in specifically approved areas within certain time limits, as specified in written permit to be issued by COMPANY'S Construction Representative.

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2.0705

Injuries

- a. CONTRACTOR shall provide all necessary first aid, ambulance, and hospital services in case of injury to employees of CONTRACTOR on premises of COMPANY.
- b. CONTRACTOR shall provide COMPANY'S Construction Representative with the names and addresses of the doctor, hospital, and ambulance to be called in case of injury to employees of CONTRACTOR.
- c. CONTRACTOR shall notify COMPANY'S Construction Representative immediately of every injury to an employee of CONTRACTOR occurring on the premises of COMPANY or in the course of the work herein specified. A written report covering such injury shall be submitted to COMPANY by CONTRACTOR within 48 hours thereafter.

2.0706

Operating Units

- 1) CONTRACTOR'S employees shall not enter process unit areas other than those in which work is being performed, and shall not operate any valve except by permission and in the presence of COMPANY'S Construction Representative.
- 2) CONTRACTOR shall obtain a daily work permit for his employees to enter areas other than the Hydrofiner plant site, such as south of the plot limit, the Platformer Control House, Substation No. 6, and the Gas Oil Unit.
- 3) There will be an unlimited hot work permit for the South Work Area. Hot work at the Plant Site shall be done with a daily hot work permit.

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- 4) Welding south and east of the vapor barriers indicated on Drawing GT-D-21437, and north of N-1986 shall be done on an individual hot work permit.

2.0707

Fires and Fire Equipment

CONTRACTOR shall not use or move fire fighting equipment, except that assigned for CONTRACTOR'S use. Space around fire hydrants, extinguishers, hose houses, etc., shall be kept clear at all times. In case of fire beyond his control, CONTRACTOR shall keep his employees away from the vicinity of the fire and out of the way of fire fighting activities.

2.0708

Material Deliveries

CONTRACTOR shall notify COMPANY'S Construction Representative of expected material deliveries.

2.0709

Railroad Clearances

A minimum clearance of 10'-0" shall be maintained from centerline of all railroad tracks to any materials, tools, and equipment.

2.0710

Power Lines

Underground cables and conduits are covered in many cases with either red concrete or redwood planks, and shall not be disturbed without permission of COMPANY'S Construction Representative.

2.0711

Written Permits

For areas other than those designated by COMPANY as working areas in which CONTRACTOR is authorized to perform the work under this Agreement, CONTRACTOR shall obtain a

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written permit through the COMPANY'S Construction Representative before starting any one of the following and shall request such permit at least 24 hours in advance.

- a. Entering tanks, vessels or other enclosures such as fireboxes.
- b. Using a torch, welding electrode, melting pot, forge, electric motor, soldering iron, or any open flame.
- c. Fueling or using gasoline or diesel engines.
- d. Moving cranes, tractors or heavy equipment, or operating such equipment near overhead power or pipelines.
- e. Storing or using volatile hydrocarbons, such as gasoline, or flammables such as oils, paints, oxygen and acetylene.
- f. Smoking
- g. Using radioactive materials.
- h. Working on existing pipelines, drainage lines or equipment.
- i. Working on or adjacent to public streets or highways.
- j. Walking or working upon any roofs over buildings or equipment.
(Particular care should be exercised with roofs of corrugated asbestos construction.)
- k. Closing walkways or restricting traffic.

(Proper warning signs shall be used.)

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- l. Starting excavations of any kind.
- m. Sandblasting, guniting, or spray painting where hot work is being done in the vicinity.
- n. Disposing of rubbish.
- o. Repairing CONTRACTOR'S equipment.

2.0712

Stoppage of Work

COMPANY is authorized to stop the work under this Agreement pursuant to Section 4.33 of the Terms and Conditions. Work stoppage may be due to CONTRACTOR'S work methods, conditions causing the area to be unsafe for work, or for any other reason. COMPANY'S Safety Engineer or Plant Protection and Custodial Service representative is authorized to stop work in an emergency while awaiting arrival of COMPANY'S Construction Representative.

COMPANY will install a siren near the site which will be activated in an emergency, whereupon CONTRACTOR'S personnel shall stop work immediately.

2.0713

Photographs

No photographs shall be taken without prior approval of COMPANY.

2.0714

Motorized Equipment

CONTRACTOR'S motorized equipment shall be equipped with mufflers and wiring in good order before the equipment will be allowed to enter COMPANY'S premises. All battery boxes shall be covered and all gasoline lines and carburetors shall be free from leakage.

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2.0715

Trucking

All movement of material by truck on premises of COMPANY shall be made in accordance with State laws covering fastening of loads, use of red warning flags, etc.

2.0716

Staging or Other Equipment Furnished or Installed By COMPANY or Others

If at any time during performance of the work under this Agreement CONTRACTOR elects to use staging or other equipment furnished or installed by COMPANY or by others, CONTRACTOR shall assume full responsibility for the adequacy and safety of such staging and other equipment, and shall indemnify and save COMPANY harmless from and against any and all loss, injury, liability and claims thereof for injuries or deaths of persons and for all loss or damage to property resulting directly or indirectly from the use of such staging and other equipment during the period CONTRACTOR uses such staging or other equipment regardless of whether this loss, injury, or liability arises from CONTRACTOR'S or COMPANY'S acts or omissions. CONTRACTOR'S liability under this Section shall be in addition to and in no way a limitation of his obligations pursuant to Sections 5.1, 5.2 and 5.3 of the Terms and Conditions.

THIS PAGE ENDS SECTION 2.