PLAINTIFF'S EXHIBIT

SUN-99

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY: G. L. Dauberman - J. [redacted] Bennett

CONTRACT NO: FS 100-[redacted]

ACCOUNT OR APPROPRIATION NUMBER: As Applicable

SALES OR USE TAX: EXEMPT [ ] SUBJECT [ ] NOT SUBJECT [X]

CITY OR STATE

RELEASE NO

[X] CONTRACT [ ] RELEASE AGAINST ON-GOING SERVICES CONTRACT

TO CONTRACTOR:
Brine Service Company
325 South Minerals Road
Corpus Christi, Texas 78409

INVOICE IN TO:
SUNOCO TERMINALS, INC.
P. O. Box 758
Nederland, Texas 77627 203.89

This AGREEMENT, effective 8-1 *, 19* 79 *,* 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: Industrial cleaning or maintenance and vacuum tank truck service as requested by owner.

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
(X) 2. Specifications — As applicable
(X) 3. Work Description — As applicable
(X) 4. Safety and Security Requirements

Exhibits: (A) Labor and equipment rates
(B) Insurance Certificate
(C) EEO Certificate
( )

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:

As required and applicable

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 labor and equipment rates - Exhibit A.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Invoice monthly with properly signed job tickets attached.
Terms shall be 30 day 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 8-1-79. 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:

This contract may be revised or terminated with 15 days written notice by 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:
$ 1,000,000.00 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: $ 1,000,000.00 *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. [ ] 2. [ ]

/A

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: CONTRACTOR: DATE: 8-20-79

BY: [signature] BY: Robert E Henderson

TITLE: Director of Facilities TITLE: Pres.

SUN-40234

S (B) 00155

READY MIX BRINE

HEAVY CHEMICAL SOLUTIONS

VACUUM TRUCK SERVICE

STEEL TANK RENTAL



WELL KILLING AND ACIDIZING

WATER BLASTING

OIL SPILL CLEAN UP

TANK CLEANING

MUD AND WATER HAULING

Telephone A.C. 512
882-9611

325 Southern Minerals Road
CORPUS CHRISTI, TEXAS 78409

EXHIBIT "A"

The following rates will be charged by **Brine Service Co., Inc.** for services rendered pertaining to refinery and industrial cleaning/or maintenance procedures,

TANK CLEANING

	STRAIGHT TIME	OVERTIME
Supervisor	$18.00/hr.	$27.00/hr.
Foreman (Labor)	15.00/hr.	22.50/hr.
Labor	10.00/hr.	15.00/hr.
Pick up	7.00/hr.	
Lead air analysis	150.00 plus mileage & expenses	
Breathing air equipment	5.00/hr. per unit	
Air Compressor w/filters for breathing air	75.00 per 12 hr. day	
Coppus Exhaust fan	50.00/day	
Coveralls & rubber boots, misc. hand tools, squeeges and Misc. cleaning supplies	15.00 per day per man	
Subsistence	35.00 per day per man	

HYDRO BLASTING

Hydro blasting unit w/operator	$37.50/hr.	
Labor	10.00/hr.	$15.00/hr.

HOSE RENTALS

1" x 25"	$ 3.00/day
2" x 25' suct. and disch.	6.00/day
3" x 25' suct. and disch.	8.00/day
3" x 25' plastic suction pipe	8.00/day
2½" x 50' firehose	8.00/day
1½" x 50' firehose	6.00/day

CHEMICAL SERVICES

Brine Service BO-40 detergent	$ 3.50/gal.
Brine Service BO-44 degreaser	4.50/gal.

BO-40 detergent and BO-44 degreaser are custom prepared for each specific cleaning operation. Solvents such as kerosene, diesel, etc., will be charged at market price plus 15%.

HYDROCHLORIC ACID (Muriatic)

S (B) 00156

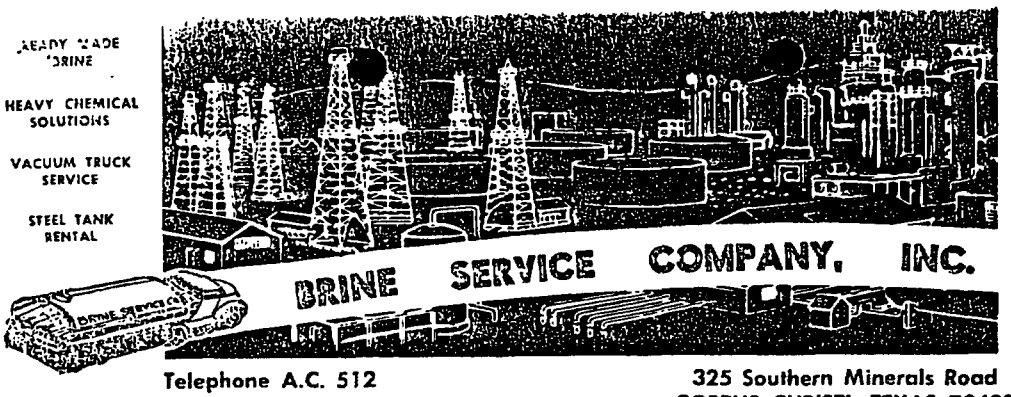
Various strengths with applicable additives available upon request.

OVERTIME:

The overtime rate shall apply between the hours of 4:00 p.m. and 8:00 a.m., Monday thru Friday, and on all Saturdays, Sundays and recognized holidays, the only exception being when a 24 hour per day cleaning operation is desired and a mutual agreement is made between the customer and **Brine Service Company** management personnel.

NOTE: Overtime rates do not apply on Vacuum trucks and Hydro-blast units.

EFFECTIVE: JULY 15, 1979



Telephone A.C. 512
882-9611

325 Southern Minerals Road
CORPUS CHRISTI, TEXAS 78409

PRICE SCHEDULE

On Specialized Equipment and Services

VACUUM TANK TRUCK SERVICE

60 to 75 BBL. Capacity Units with Operator	$ 28.00/hr.
100 & 110 BBL. Capacity Units with Operator	33.00/hr.
120 BBL. Capacity Transport with Operator	33.00/hr.
4 hour minimum call out on vac. & transport trucks	

NOTE: An additional 3.00/hr. shall be charged for the hauling of cleaning acids.

HIGH PRESSURE PUMP SERVICE

Trailer mounted pumps with measuring tanks, high pressure connections and with operator.....(4 hour minimum)	$200.00
Additional Time	40.00/hr.

TRUCKING SERVICE

1 Ton Truck with Operator	$ 17.50/hr.
Gooseneck Trailers	6.00/hr.
Pick-up Truck "Hot Shot Delivery"	.50/mile
4000 lb. Fork Lift with Operator	17.50/hr.
Extra Labor	10.00/hr.

MISCELLANEOUS PUMPS

1" Wash and Transfer Pump	$ 12.00/day
2" Self-priming Pump	25.00/day
3" Centrifugal Pump	45.00/day
2" Pneumatic Sludge Pump	55.00/day
3" Skid Mount Roper Pump	16.00/hr. w/oper.
3" Pneumatic Sludge Pump	85.00/day

MUD TANK RENTALS

One Day Minimum	$ 25.00
Each Additional Day	16.00/day

MIXING PLANT

Minimum Charge	$120.00
Hourly Charge	30.00/hr.

EFFECTIVE DATE: JULY 15, 1979

S (B) 00157

NAME AND ADDRESS OF AGENCY

HUNT & SPENCE, INC.
P.O. Box 19112
Houston, TX 77024

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A UNITED STATES FIDELITY & GUARANTY CO

COMPANY LETTER B MISSION NATIONAL INSURANCE COMPANY

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

NAME AND ADDRESS OF INSURED

1) BRINE SERVICE COMPANY, INC.
2) BRINE SERVICE SPECIALITIES, INC.
325 Southern Minerals Road
Corpus Christi, TX 78409

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	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH 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	1CC 450867	12-1-82	BODILY INJURY PROPERTY DAMAGE	$500, $100,	$500, $100,
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	1CC 450867	12-1-82	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	$250, $500,	
				PROPERTY DAMAGE	$100,	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
B	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	MN 00 59 04	12-1-82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$3,000,	$3,000,
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	29 00704 81 2 *	12-1-82	STATUTORY		
					$ 100,000. (EACH ACCIDENT)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

* Includes Broad Form All States Endorsement and USL&H Endorsement # S (B) 00158

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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 TERMINAL, INC.
P. O. BOX 758
NEDERLAND, TEX. 77627

DATE ISSUED: 11-25-81

AUTHORIZED REPRESENTATIVE
HUNT & SPENCE, INC.

ACORD 25 (1-79)

Sun Service

S (B) 00159

TO SUPPLIERS AND CONTRACTORS

Sun Company and its Subsidiaries and affiliates are required to include particular terms and conditions in contracts and to obtain annual certifications from actual and potential suppliers and contractors under the statutes and executive orders listed below, as well as the regulations, orders and rules promulgated thereunder.

Please agree and certify as applicable and return at once to the address on the reverse side or as instructed in the accompanying letter (if any).

COMPLIANCE TERMS AND CONDITIONS AND CERTIFICATES OF COMPLIANCE

THE UNDERSIGNED (HEREINAFTER THE "CONTRACTOR/SUPPLIER") ACKNOWLEDGES BY ITS SIGNATURE HERETO THAT THE FOLLOWING AGREEMENTS AND CERTIFICATIONS SHALL, IF APPLICABLE, FORM A PART OF AND BE DEEMED ATTACHED TO (AND BE APPLICABLE TO ANY WORK OR SERVICES PERFORMED UNDER) ALL PURCHASE AND SERVICE CONTRACTS AND ORDERS OF ANY TYPE (HEREINAFTER "CONTRACTS") ISSUED BY THE COMPANY TO THE CONTRACTOR/SUPPLIER FOR THE TWELVE (12) MONTH PERIOD COMMENCING FROM THE DATE OF EXECUTION HEREOF.

A. **EQUAL OPPORTUNITY CLAUSE** [Applicable to contracts amounting to $10,000 or more, 41 CFR 60-1.4.]

The equal opportunity clause required by Executive Order 11246 of September 24, 1965, and prescribed in Section 60-1.4 of Title 41 of the Code of Federal Regulations is incorporated by reference (as permitted by Section 60-1.4(d) of said Regulations) as if set out in full at this point.

B. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM** [Applicable to contracts amounting to $50,000 or more only if contractor/supplier has 50 or more employees, 41 CFR 60-1.40.]

If required under 41 CFR Sec. 60-1.40, contractor/supplier affirms that it has developed and is maintaining current an affirmative action program at each of its establishments or that if such a program has not been established, that it will be within 120 days of receipt of any contract of $50,000 or more. Contractor/supplier shall maintain such program until such time as it is no longer required by law or regulation.

C. **EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS** [Applicable to contracts amounting to $50,000 or more only if contractor/supplier has 50 employees or more, 41 CFR 60-1.7.]

If required under 41 CFR Sec. 60-1.7, contractor/supplier agrees to file a complete and accurate report on Standard Form 100 (EEO-1) within thirty (30) days of the date of contract or purchase order award unless such a report has been filed in the last twelve (12) months and agrees to file such reports annually unless and until contractor/supplier is not required to so file by law or regulation.

D. **EMPLOYMENT OF THE HANDICAPPED** [Applicable to contracts amounting to $2,500 or more, 41 CFR 60-741.4.]

The affirmative action clause prescribed in Section 60-741.4 of Title 41 of the Code of Federal Regulations is incorporated herein by reference (as permitted by Section 60-741.22 of said Regulations) as if set out in full at this point.

E. **AFFIRMATIVE ACTION PROGRAM FOR HANDICAPPED WORKERS** [Applicable to contracts amounting to $2,500 or more only if contractor/supplier (a) has 50 or more employees and (b) holds a contract of $50,000 or more, 41 CFR 60-741.5]

If required under 41 CFR 60-741.5, contractor/supplier affirms that it has prepared and is maintaining or shall prepare and maintain an affirmative action program for handicapped workers as prescribed in 41 CFR 60-741.5 and 41 CFR 60-741.6.

F. **EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA** [Applicable to contracts amounting to $10,000 or more, 41 CFR 60-250.4.]

The affirmative action clause prescribed in Section 60-250.4 of Title 41 of the Code of Federal Regulations is incorporated by reference (as permitted by Section 60-250.22 of said Regulations) as if set out in full at this point.

G. **AFFIRMATIVE ACTION PROGRAM FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA** [Applicable to contracts amounting to $10,000 or more only if contractor/supplier (a) has 50 or more employees and (b) holds a contract of $50,000 or more, 41 CFR 60-250.5]

If required under 41 CFR 60-250.5, contractor/supplier affirms that it has prepared and is maintaining or shall prepare and maintain an affirmative action program for disabled veterans and veterans of the Vietnam era.

H. **UTILIZATION OF MINORITY BUSINESS ENTERPRISES** [Applicable to contracts amounting to $10,000 or more, 41 CFR Sec. 1-1.1310-2(a).]

It is the policy of the United States Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

Contractor/supplier agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Negroes, Puerto Ricans, Spanish-speaking American people, American Orientals, American Indians, American Eskimos, and American Aleuts. Contractor/supplier may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of independent investigation.

I. **MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM** [Applicable to all contracts which may exceed $500,000 which contain the clause required by 41CFR 1-1.1310-2(a) and which offer substantial subcontracting possibilities, 41 CFR 1-1.1310-2(b)].

1. Contractor/supplier agrees to establish and conduct a program which will enable minority business enterprises (as defined in the above clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, contractor/supplier shall:
   (a) Designate a liaison officer who will administer contractor/supplier's minority business enterprises program.
   (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
   (c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
   (d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.
   (e) Include the above "Utilization of Minority Business Enterprises" clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
   (f) Cooperate with the Contracting Officer in any studies and surveys of contractor/supplier's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
   (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
2. Contractor/supplier further agrees to insert, in any subcontract hereunder which may exceed $500,000, provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

J. **UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS** [Applicable to contracts amounting to $10,000 or more, Federal Register Vol. 45, No. 92, 5 9 80.]

It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

The contractor/supplier agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" means all women business owners.

K. **WOMEN-OWNED BUSINESS SUBCONTRACTING PROGRAM** [Applicable to contracts amounting to $500,000 or more, Federal Register, Vol. 45, No. 92, 5 9 80.]

1. The contractor/supplier agrees to establish and conduct a program which will enable women-owned business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the contractor supplier shall
   (a) Designate a liaison officer who will administer the contractor supplier's "Women-Owned Business Concerns Program."
   (b) Provide adequate and timely consideration of the potentialities of known women-owned business concerns in all "make-or-buy" decisions.
   (c) Develop a list of qualified bidders that are women-owned businesses and assure that known women-owned business concerns have an equitable opportunity to compete for subcontracts, particularly by making information on forthcoming opportunities available, by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of women-owned business concerns.
   (d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of women-owned business concerns; (ii) awards to women-owned businesses on the source list by minority and non-minority women-owned business con-

cerns, and (iii) specific efforts to identify and award contracts to women-owned business concerns.

(e) Include the "Utilization of Women-Owned Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities.

(f) Cooperate in any studies and surveys of the contractor/supplier's women-owned business concerns procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to women-owned business concerns with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

2. The contractor/supplier further agrees to insert, in any subcontract hereunder which may exceed $500,000 or $1,000,000 in the case of contracts for the construction of any public facility and which offers substantial subcontracting possibilities, provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

3. The contractor/supplier further agrees to require written certification by its subcontractors that they are bona fide women-owned and controlled business concerns in accordance with the definition of a women-owned business concern as set forth in the Utilization Clause (J) above at the time of submission of bids or proposals.

L. **UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS** [Applicable to all contracts amounting to $10,000 or more, Federal Register Vol. 45, No. 92, 5/9/80.]

It is the policy of the United States Government that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

Contractor/supplier hereby agrees to carry out this policy in awarding of subcontracts to the fullest extent consistent with efficient performance of this contract. Contractor/supplier further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of contractor/supplier's compliance with this clause.

1. The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.

2. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(b) whose management and daily business operations are controlled by one or more such individuals.

Contractor supplier shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

Contractor supplier acting in good faith may rely on written representations by subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

M. **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN** [Applicable to all contracts expected to exceed $500,000 which are required to include the small business and small disadvantaged business utilization clause above and offer subcontracting possibilities, Federal Register Vol. 45, No. 92, 5 9 80.]

Contractor supplier agrees to negotiate a subcontracting plan which includes:

1. Percentage goals (expressed in terms of percentage of total planned subcontracting dollars) for the utilization as subcontractors of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. (For the purposes of the subcontracting plan, contractor/supplier shall include all purchases which contribute to the performance of the contract, including a proportionate share of products, services, etc., whose costs are normally allocated as indirect or overhead costs.)

2. The name of an individual within the employ of the offeror who will administer the subcontracting program of the offeror and a description of the duties of such individual.

3. A description of the efforts the offeror will take to assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will have an equitable opportunity to compete for subcontracts.

4. Assurances that the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracts which offer further subcontracting opportunities and that all subcontractors (except small business subcontractors) who receive subcontracts in excess of $500,000 will be required to adopt a similar plan. Such assurance shall describe the procedures established by contractor/supplier for review, approval and monitoring for compliance with such plans.

5. Assurances that contractor/supplier will submit such periodic reports and cooperate in any studies or surveys as may be required by the Small Business Administration to determine its extent of compliance with the subcontracting plan.

6. A recitation of the types of records contractor/supplier will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan, including source lists of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; and efforts to identify and award subcontracts to such small business concerns.

N. **UTILIZATION OF LABOR SURPLUS AREA CONCERNS** [Applicable to contracts amounting to $10,000 or more, 41 CFR 1-1.805-3].

1. It is the policy of the United States Government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices not higher than are obtainable elsewhere. The contractor/supplier agrees to use his best efforts to place his subcontracts in accordance with this policy.

2. In complying with paragraph (1) of this clause and with the second paragraph of the clause of this contract entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals," the contractor/supplier in placing his subcontracts shall observe the following order of preference: (a) small business concerns and small business concerns that are owned and controlled by socially and economically disadvantaged individuals that are labor surplus area concerns, (b) other small business concerns and small business concerns that are owned and controlled by socially and economically disadvantaged individuals, and (c) other labor surplus area concerns.

3. The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or a area of labor surplus.

4. The term "labor surplus area concern" means a concern that together with its first tier subcontractors will perform substantially in labor surplus areas.

5. The term "perform substantially in labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

O. **LABOR SURPLUS AREA SUBCONTRACTING PROGRAM** [Applicable to all contracts which may exceed $500,000 which are required to include the labor surplus area utilization clause above and offer substantial subcontracting possibilities, 41 CFR 1-1.710-3(b)].

1. The contractor/supplier agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within the capabilities. In this connection, the contractor/supplier shall:

(a) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the "Utilization of Concerns in Labor Surplus Areas" clause, and (iii) administer the contractor/supplier's "Labor Surplus Area Subcontracting Program."

(b) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions.

(c) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitation, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns.

(d) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of one year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(e) Include the "Utilization of Concerns in Labor Surplus Areas" clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

2. The contractor/supplier further agrees to insert, in any subcontract hereunder which may exceed $500,000 and which contains the "Utilization of Concerns in Labor Surplus Areas" clause, provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

P. **CLEAN AIR AND WATER** [Applicable only if the contract exceeds $100,000 or if it is determined that orders under an indefinite quantity contract in any one 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 the contract is not otherwise exempt.]

Contractor/supplier agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et. seq., as amended by Pub. L. 92-500), respectively, relating to inspections, monitoring, entry reports, informa

tion, as well as other requirements specified in section 114 and section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder 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 nonexempt 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 indefinte 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 nonexempt subcontract.

R. **NON-SEGREGATED FACILITIES CERTIFICATION** [Applicable if contract amount exceeds $10,000 (60 CFR 1.8).]

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

Robert C Henderson
(Signature of Authorized Representative)

Pres.
(Title of Authorized Representative)

9-2-81
Date

Brine Service Co. Inc.
Company

325 So. Minerals Rd
Address
Corpus Christi
Tex 78409

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

S (B) 00161

RECEIVED
SEP 9, 1981
MATERIALS MGMT.

G. L. Dauberman - J. Bennett

FS 100-

ACCOUNT OR APPROPRIATION NUMBER	SALES 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
As Applicable				X				X	

OPERATOR: Brine Service Company
325 South Minerals Road
Corpus Christi, Texas 78409

INVOICE TO: SUNOCO TERMINALS, INC.
P. O. Box 758
Nederland, Texas 77627 203209

This AGREEMENT, effective 8-1, 19 79, 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: Industrial cleaning or maintenance and vacuum tank truck service as requested by Owner.

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
(X) 2. Specifications — As applicable
(X) 3. Work Description — As applicable
(X) 4. Safety and Security Requirements

Exhibits: (A) Labor and equipment rates
(B) Insurance Certificate
(C) EEO Certificate
( )

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:

As required and applicable

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 labor and equipment rates - Exhibit A.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Invoice monthly with properly signed job tickets attached.
Terms shall be 30 day 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 8-1-79. 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:

This contract may be revised or terminated with 15 days written notice by 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:

$1,000,000.00 odily 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: $1,000,000.00 odily 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. ☐ 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:
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: _____
BY: _____
TITLE: Director of Facilities

CONTRACTOR: DATE: 8-20-79
BY: Robert C Henderson
TITLE: Pres.

SUN-40234

ORIGINAL - RETURN TO OWNER

S (B) 00162

Type or Print Title of Authorized Representative