

Mr. S. Richardson		S400-80-518		TIME CONTRACT	
As per Purchase Order		RELEASE NO.		X	
Plant & Field Service of Texas, Inc.		Sun Petroleum Products Company		Division of Sun Oil Company of Pennsylvania	
650 Navigation		PO Box 2608		Corpus Christi, Texas 78403	
Corpus Christi, Texas 78408		Corpus Christi, Texas 78403			

This AGREEMENT, effective June 1 1980, between Sun Petroleum Products Company, Division of Sun Oil Company of Pennsylvania hereinafter called "Owner", having an office at 1608 Walnut Street, Philadelphia, Pennsylvania 19103 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: Contractor to provide supervision, labor, equipment, tools and materials as requested and required for certain capital construction projects at Owner's Corpus Christi Refinery, Nueces County, Texas.

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) Owner's Inquiry
☒ 2. Specifications _____ B) Accepted Bid Proposal
☒ 3. Work Description _____ C) Accounting Instructions
☒ 4. Safety and Security Requirements Exhibit-D () _____

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:

Material and equipment may be furnished by Owner at Owner's option.

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:

Upon receipt of Contractor's invoice in accordance with Exhibits, Owner agrees to pay within thirty (30) days of receipt of invoice.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

1. Contractor will invoice for labor, material, equipment & tools once a month.

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 June 1, 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 June 30, 1980.

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 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

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 \$1,000,000.00
- 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
- 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: \$500,000.00 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. ☒ 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.

TEXAS

The term "State" wherever used in this Contract shall be deemed to include the Commonwealth of Puerto Rico.

CONTRACT INSTRUCTIONS:

Attention: Mr. S. Richardson

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: 6-10-80 CONTRACTOR: DATE: 6/11/80
 BY: Mr. S. Richardson BY: Ray C. Hala
 TITLE: Materials Manager TITLE: Manager

SUN-40234

ORIGINAL - RETURN TO OWNER

PLAINTIFF'S EXHIBIT

KRC-603

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