PLAINTIFF'S EXHIBIT
CHV-742

SPECIFICATION NO. EP-397-A
RUBBISH AND GARBAGE REMOVAL
EL PASO REFINERY

1.0 SCOPE

1.1 This Specification covers the furnishing of personnel and equipment required for removal of rubbish and garbage at the El Paso Refinery as requested by COMPANY.

1.2 This Specification supplements the Contract Terms and Conditions of the Environmental Services Agreement dated August 1, 1996 (Pages 1 - 9), between Chevron Products Company and SBP Corporation dba El Paso Disposal. In the event any discrepancy is deemed to exist between this document and said Terms and Conditions, the provisions of the latter shall be controlling.

2.0 GENERAL

2.1 CONTRACTOR will abide by the rules and regulations as set forth in El Paso Refinery Rules and Safety Regulations. El Paso Refinery Rules and Safety Regulations supplements the Contract Terms and Conditions of the Environmental Services Agreement dated August 1, 1996 (Pages 1 - 9), between Chevron Products Company and SBP Corporation dba El Paso Disposal.

2.2 Any equipment requirement, service, or additional instruction to CONTRACTOR that does not constitute a contract change, must be transmitted on an "Authorization". The "Authorization" may be initiated and authorized by the Company Representative and the agreement may be commenced immediately. Example: An "Authorization" would be required for the COMPANY to authorize one or more extra rubbish containers for use at special locations such as various short duration plant maintenance turnarounds.

2.3 Any equipment requirement, service, or additional instruction to CONTRACTOR that does constitute a contract change must be transmitted on a "Change". A "Change" would be required for the COMPANY to authorize an increase or decrease in the cost of any rubbish container required for use at regular locations.

3.0 DETAILS OF THE WORK

6-Yard Containers

3.1 CONTRACTOR shall furnish rubbish containers at regular locations as outlined in 3.11 below and service each regular container two times per week, on Tuesday and Fridays of each week.

3.11 Regular refinery locations, location numbers, rubbish container capacities, and refinery accesses will be as follows:

Refinery Location Number	Container Capacity Cu. Yd.	6501 Trowbridge Regular Refinery Location	Accessed By
1R	6	SW corner of Refinery Training Building	Main Street
2R	6	SE corner of I&E Building	Main Street
3R	6	NW corner of Main Shops Building	Hill Road
4R	6	North of CPL Maint. Building	Industry Road
5R	6	NE corner of Octane Test Lab	Entrance Road
6R	6	NE corner of Octane Test Lab	Entrance Road
7R	6	East of GOU Control House	Airline Way
8R	6	West of CO Boiler, F-1803	1st Street
9R	6	South of No. 6 Control House	1st Street
10R	6	South of No. 4/7 Substations	Rack Street
11R	6	North of Tool Room	Main Street
12R	6	East Area 2&3 Maint. Shop	Main Street
13R	6	North of Area 1 Maint. Break Room	Field Road
14R	6	Southwest corner of Carpenter Shop	Hill Road

Refinery Location Number	Container Capacity Cu. Yd.	6500 Trowbridge Regular Refinery Location	Accessed By
15R	6	Purchase and Stores	Allen Wells Road
16R	6	South of CPS Control Room	Allen Wells Road
17R	6	Boiler Plant	Main Street
18R	6	Front of Praxair Plant	Main Gate
19R	6	Front of Praxair Plant	Parking Lot
20R	6	Fire House	Control House Road
21R	6	Alky Control Trailers	Control House Road
22R	6	West of Main Control House	Control House Road
23R	6	FCC Unit	Christopher M. O'Neil Road
24R	6	Coker Plant	Christopher M. O'Neil Road
25R	6	Maintenance Pipe Shop	Allen Wells Road

The regular marketing rubbish container location, capacity and access will be as follows:

Number	Capacity Cu. Yd.	Location	Accessed By
1M	6	Warehouse-Marketing and Storehouse	Trowbridge Avenue

3.12 El Paso Refinery Maps for North and South shows the regular location and location number of each rubbish container required throughout the refinery and marketing facilities located at 6500 and 6501 Trowbridge and are a part of this Specification.

3.13 CONTRACTOR shall notify COMPANY if, as determined by use, the capacity of individual rubbish containers, as shown in 3.11 above, is incorrect and requires an increase or decrease in size. If either case exists, a "Change",

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must be initiated so a mutually negotiated increase or decrease in COMPANY payments may be effected by modification to the contract.

3.2 CONTRACTOR shall furnish rubbish containers at special locations, for specified durations, as authorized and directed by COMPANY on an Authorization.

3.3 CONTRACTOR shall provide additional service for any regular and/or special location rubbish container as authorized and directed by COMPANY on an Authorization.

3.4 CONTRACTOR's trucks must be weighed in and out of the refinery at the Asphalt Plant scales.

20-Yard Through 30-Yard Roll-off Containers

3.5 CONTRACTOR shall furnish roll-off containers at special locations, for specified durations, as authorized and directed by COMPANY on an Authorization.

3.51 CONTRACTOR shall furnish roll-off containers with supplies (polyliner) as authorized and directed by COMPANY on an Authorization.

3.52 CONTRACTOR shall furnish roll-off containers to be used for the temporary storage of insulation containing asbestos fibers as authorized and requested by COMPANY on an Authorization.

General

3.6 CONTRACTOR's trucks shall enter and exit the refinery through the Main Vehicle gates off Trowbridge Drive for all containers located inside the refinery at 6500 and 6501 Trowbridge.

3.7 COMPANY will maintain free and clear accessibility to each container for CONTRACTOR's service equipment.

4.0 CONTRACT PRICE

4.1 COMPANY shall compensate CONTRACTOR for service and equipment in accordance with the latest approved revision of the Compensation Schedule, Exhibit A.

4.11 6-Yard Containers

4.111 COMPANY agrees to pay CONTRACTOR for regular container locations, the monthly lump sum price as shown in Section I of Exhibit A, Page 1 of 2.

4.112 COMPANY agrees to pay CONTRACTOR for special container locations and/or additional service in accordance with Sections II and III of Exhibit A, Page 1 of 2.

4.12 20-Yard Through 30-Yard Roll-off Containers

4.121 COMPANY agrees to pay CONTRACTOR for roll-off containers at special locations and special roll-off supplies in accordance with Sections I and II of Exhibit A, Page 2 and 3 of 3.

4.2 In the event of any increase or decrease in any service rate or equipment rate prior to the termination of this contract, CONTRACTOR shall notify COMPANY of the changes by submitting new rate proposals, in writing, for approval. Acceptance by COMPANY may be in whole or in part, and single service rates or equipment rates, as well as the entire proposal, may be subject to negotiation and compromise prior to acceptance of a modification to contract by COMPANY. No change will be considered approved until a duly authorized contract Change is processed.

5.0 ENVIRONMENTAL PROTECTION RESPONSIBILITY

5.1 Except as specified in Section 5.2 below, the words "rubbish" and "garbage" as used throughout this Specification apply only to refuse which will impose no adverse effect upon the environment. CONTRACTOR's rubbish containers will not be used to dispose of hazardous, regulated, or controlled waste such as asbestos insulation, oil-soaked rags, catalyst and/or chemicals in measurable quantities, large quantities of scrap wood and/or metal, etc. COMPANY will appreciate CONTRACTOR's notification of any disposal rule infraction, as observed during routine service calls, so inadvertent mistakes may be corrected prior to hauling rubbish and garbage out of the refinery.

5.2 At times a segregated container will be used for temporary storage of asbestos insulation. Access to this container shall be restricted by COMPANY.

6.0 ACCOUNTING OF CONTRACT COSTS

6.1 CONTRACTOR shall keep an accounting of all service and equipment furnished to COMPANY and shall submit, upon request, information as required by COMPANY.

6.2 Invoicing Instructions

6.21 CONTRACTOR shall, for COMPANY's accounting purposes, furnish invoices in accordance with Paragraph 2 of the Contract Terms and Conditions, of the Environment Services Agreement dated August 1, 1996 (Pages 1 - 9), between Chevron Products Company and SBP Corporation dba El Paso Disposal.

6.22 CONTRACTOR shall furnish one copy of the invoice when submitting a bill to COMPANY for payment.

6.23 Invoices should not include sales tax. COMPANY's Direct Payment Exemption Certificate is part of the contract agreement.

6.24 All invoices shall be sent to:

Chevron Products Company
Invoice Desk, Refinery Accounting
P. O. Box 20002
El Paso, Texas 79998

7.0 INFORMATIVE

7.1 The following blank COMPANY forms are included with this Specification for CONTRACTOR's information:

7.11 Authorization

7.12 Contract Change

Refinery Materials Manager