

**REQUIREMENTS AGREEMENT  
C-08-012-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective **May 13, 2008** by and between **Oil Patch Fuel & Supply, Inc.** a Texas Corporation ("Seller") and **Hidalgo County** ,("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of 6 months and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products" an area of Hidalgo County projects for a period of six (6) months from **May 16, 2008** to **November 16, 2008** , and may be extend for an additional six (6) months , and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller: Oil Patch Fuel & Supply, Inc.  
Attention: Mr. David Lorenz  
1905 Bayou Ct.  
Brownsville, Tx. 78526

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon thirty (30) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

Oil Patch Fuel & Supply, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved on Commissioners' Court \_\_\_\_\_

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

**EXHIBIT “A”  
SPECIFICATIONS**

**HIDALGO COUNTY**  
**"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)**  
**AND ANTI-FREEZE PRODUCTS"**  
**2008-012-03-05-otm**

**SPECIFICATIONS & BID PAGE**

**1 Diesel Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

**1A SAE15W-40** meeting the following specifications:

CF-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

|                  | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|------------------|--------------|--------------------|-----------------------|
| <b>Quart</b>     | _____        | _____              | _____                 |
| <b>Gallon</b>    | _____        | _____              | _____                 |
| <b>5 Gallon</b>  | _____        | _____              | _____                 |
| <b>55 Gallon</b> | _____        | _____              | _____                 |
| <b>Bulk</b>      | _____        | _____              | _____                 |

**1B SAE 10W** meeting the following specifications:

CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

|                  | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|------------------|--------------|--------------------|-----------------------|
| <b>Quart</b>     | _____        | _____              | _____                 |
| <b>Gallon</b>    | _____        | _____              | _____                 |
| <b>5 Gallon</b>  | _____        | _____              | _____                 |
| <b>55 Gallon</b> | _____        | _____              | _____                 |
| <b>Bulk</b>      | _____        | _____              | _____                 |

**1C SAE 30W** meeting the following specifications:

CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

|                  | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|------------------|--------------|--------------------|-----------------------|
| <b>Quart</b>     | _____        | _____              | _____                 |
| <b>Gallon</b>    | _____        | _____              | _____                 |
| <b>5 Gallon</b>  | _____        | _____              | _____                 |
| <b>55 Gallon</b> | _____        | _____              | _____                 |
| <b>Bulk</b>      | _____        | _____              | _____                 |

**1D SAE 40W** meeting the following specifications:

CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

|                  | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|------------------|--------------|--------------------|-----------------------|
| <b>Quart</b>     | _____        | _____              | _____                 |
| <b>Gallon</b>    | _____        | _____              | _____                 |
| <b>5 Gallon</b>  | _____        | _____              | _____                 |
| <b>55 Gallon</b> | _____        | _____              | _____                 |
| <b>Bulk</b>      | _____        | _____              | _____                 |

## SPECIFICATIONS & BID PAGE (CON'T)

**1E. Rotella T (15 W-40 C J 4)**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

**2 Gasoline Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

**2B SAE10W-30**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

**2C SAE5W-20**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

**2D SAE30**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

## SPECIFICATIONS & BID PAGE (CON'T)

2E SAE40

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |
| Bulk      | _____ | _____       | _____          |

3 Automatic Transmission Lubricants

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for:  
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

3B Type F ATF meeting Ford M2C33-F specifications

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Quart     | _____ | _____       | _____          |
| Gallon    | _____ | _____       | _____          |
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

3C Mercon 5 - Transmission Fluid

|            | Brand | Product No. | Price Per Unit |
|------------|-------|-------------|----------------|
| 12 / 1 Qt. | _____ | _____       | _____          |
| 16 Gallon  | _____ | _____       | _____          |
| 55 Gallon  | _____ | _____       | _____          |

4 Tractor Hydraulic Fluids

Made available in the following sizes: 5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

## SPECIFICATIONS & BID PAGE (CON'T)

**5 Differential/ Final Drive Gear Lubricants**  
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

|             | Brand | Product No. | Price Per Unit |
|-------------|-------|-------------|----------------|
| 35# Pail    | _____ | _____       | _____          |
| 120 Lb Keg  | _____ | _____       | _____          |
| 400 Lb Drum | _____ | _____       | _____          |

**5A SAE 80W-90 Gear lubricant meeting the following specifications:**  
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

|             | Brand | Product No. | Price Per Unit |
|-------------|-------|-------------|----------------|
| 35# Pail    | _____ | _____       | _____          |
| 120 Lb Keg  | _____ | _____       | _____          |
| 400 Lb Drum | _____ | _____       | _____          |

**5B SAE 85W-140 Gear lubricant meeting the following specifications:**  
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

|             | Brand | Product No. | Price Per Unit |
|-------------|-------|-------------|----------------|
| 35# Pail    | _____ | _____       | _____          |
| 120 Lb Keg  | _____ | _____       | _____          |
| 400 Lb Drum | _____ | _____       | _____          |

**5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**  
**GL-5, MT-1, Mack GO-J**

|             | Brand | Product No. | Price Per Unit |
|-------------|-------|-------------|----------------|
| 35# Pail    | _____ | _____       | _____          |
| 120 Lb Keg  | _____ | _____       | _____          |
| 400 Lb Drum | _____ | _____       | _____          |

**5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:**  
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

|             | Brand | Product No. | Price Per Unit |
|-------------|-------|-------------|----------------|
| 35# Pail    | _____ | _____       | _____          |
| 120 Lb Keg  | _____ | _____       | _____          |
| 400 Lb Drum | _____ | _____       | _____          |

**SPECIFICATIONS & BID PAGE (CON'T)**

**5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:  
MT-1 performance for Eaton, Mack, Meritor, Navistar**

|             | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-------------|--------------|--------------------|-----------------------|
| 35# Pail    | _____        | _____              | _____                 |
| 120 Lb Keg  | _____        | _____              | _____                 |
| 400 Lb Drum | _____        | _____              | _____                 |

**5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:  
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

|             | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-------------|--------------|--------------------|-----------------------|
| 35# Pail    | _____        | _____              | _____                 |
| 120 Lb Keg  | _____        | _____              | _____                 |
| 400 Lb Drum | _____        | _____              | _____                 |

**5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:  
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

|             | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-------------|--------------|--------------------|-----------------------|
| 35# Pail    | _____        | _____              | _____                 |
| 120 Lb Keg  | _____        | _____              | _____                 |
| 400 Lb Drum | _____        | _____              | _____                 |

**6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon  
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

**6A ISO 32**

|           | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-----------|--------------|--------------------|-----------------------|
| 5 Gallon  | _____        | _____              | _____                 |
| 55 Gallon | _____        | _____              | _____                 |

**6B ISO 46**

|           | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-----------|--------------|--------------------|-----------------------|
| 5 Gallon  | _____        | _____              | _____                 |
| 55 Gallon | _____        | _____              | _____                 |

**6C ISO 68**

|           | <b>Brand</b> | <b>Product No.</b> | <b>Price Per Unit</b> |
|-----------|--------------|--------------------|-----------------------|
| 5 Gallon  | _____        | _____              | _____                 |
| 55 Gallon | _____        | _____              | _____                 |

**SPECIFICATIONS & BID PAGE (CON'T)**

6D ISO 100

|           | Brand |       | Price Per Unit |
|-----------|-------|-------|----------------|
| 5 Gallon  | _____ | _____ | _____          |
| 55 Gallon | _____ | _____ | _____          |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

|        | Brand | Product No. | Price Per Unit |
|--------|-------|-------------|----------------|
| Pint   | _____ | _____       | _____          |
| Quart  | _____ | _____       | _____          |
| Gallon | _____ | _____       | _____          |

7B Power Steering Fluid

|        | Brand | Product No. | Price Per Unit |
|--------|-------|-------------|----------------|
| Pint   | _____ | _____       | _____          |
| Quart  | _____ | _____       | _____          |
| Gallon | _____ | _____       | _____          |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| 5 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Case 10   | _____ | _____       | _____          |
| 35# Pail  | _____ | _____       | _____          |
| 120 # Keg | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| Case 10   | _____ | _____       | _____          |
| 35# Pail  | _____ | _____       | _____          |
| 120 # Keg | _____ | _____       | _____          |

## SPECIFICATIONS & BID PAGE (CON'T)

**10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

**10A Ethylene Glycol Antifreeze meeting specifications for:  
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| 1 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

**10B Extended Life Antifreeze/ Coolant meeting specifications for:  
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

|           | Brand | Product No. | Price Per Unit |
|-----------|-------|-------------|----------------|
| 1 Gallon  | _____ | _____       | _____          |
| 55 Gallon | _____ | _____       | _____          |

**11 Shop Chemicals and Products made available in various sizes**

**11A Aerosol Brake Cleaner**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

**11B Aerosol Engine Degreaser**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

**11C Aerosol Starting Fluid**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

**11D Aerosol Penetrating Oil**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

**11E Oil Absorbent**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

**11F Gasoline Fuel Additive**

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

## SPECIFICATIONS & BID PAGE (CON'T)

11G Diesel Fuel Additive

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

11H Engine Oil Additive

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

11I Aerosol Lubricant

| Size  | Brand | Product No. | Price Per Unit |
|-------|-------|-------------|----------------|
| _____ | _____ | _____       | _____          |

12 Mineral Spirits made available in the following sizes:      5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:  
Naphtha, Parts Cleaner

|           | Brand | Product No. |       | Price Per Unit |
|-----------|-------|-------------|-------|----------------|
| 5 Gallon  | _____ | _____       | _____ | _____          |
| 55 Gallon | _____ | _____       | _____ | _____          |

13. Easy Slide RB-9512 Dryfilm Lubricant :      Sizes 12.8 oz. can

|              | Brand | Product No. |       | Price Per Unit |
|--------------|-------|-------------|-------|----------------|
| 12.8 oz. can | _____ | _____       | _____ | _____          |

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED SIGNATURE PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**EXHIBIT “B”  
FEE SCHEDULE**

**TABULATION SHEET - OIL PATCH**

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**1 Diesel Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

**1B SAE 10W** meeting the following specifications:

CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

**OIL PATCH**

**Gallon**                      **\$9.49**

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**Bulk**                              **\$6.24**

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**1E. Rotella T (15 W-40 C J 4)**

**OIL PATCH**

**Bulk**                              **\$7.57**

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**2 Gasoline Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

**OIL PATCH**

**5 Gallon**                      **\$38.70**

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**2C SAE5W-20**

**OIL PATCH**

**Quart**                              **\$2.23**

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**5 Gallon**                      **\$38.70**

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**3 Automatic Transmission Lubricants**

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

**3A Mercon/Dexron III ATF** meeting specifications for:

Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

**OIL PATCH**

**Gallon**                              **\$7.96**

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**5 Gallon**                      **\$43.25 per pail**

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**5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives** meeting the following specifications:

Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

**OIL PATCH**

**35# Pail**                      **\$49.40**

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## TABULATION SHEET - OIL PATCH

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5G     **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:  
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

OIL PATCH

|          |         |
|----------|---------|
| 35# Pail | \$49.40 |
|----------|---------|

7     **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon  
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

8     **Aeroshell Fluid 4 Fluid make available in the following sizes    1 Gallon, 55 Gallon**

OIL PATCH

|           |          |
|-----------|----------|
| 55 Gallon | \$569.00 |
|-----------|----------|

9B     **Lithium Complex High Temp Grease w/ 3% moly meeting specifications:  
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road  
Applications**

OIL PATCH

|          |         |
|----------|---------|
| 35# Pail | \$52.80 |
|----------|---------|

10     **Antifreeze made available in the following sizes:    1 Gallon, 55 Gallon**

10A     **Ethylene Glycol Antifreeze meeting specifications for:  
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

OIL PATCH

|           |          |
|-----------|----------|
| 55 Gallon | \$451.54 |
|-----------|----------|

11     **Shop Chemicals and Products made available in various sizes**

11A     **Aerosol Brake Cleaner**

OIL PATCH

|  |        |
|--|--------|
|  | \$2.63 |
|--|--------|

12     **Mineral Spirits made available in the following sizes:        5 Gallon, 55 Gallon**

12A     **Mineral Spirits meeting specifications for:  
Naptha, Parts Cleaner**

OIL PATCH

|          |         |
|----------|---------|
| 5 Gallon | \$19.57 |
|----------|---------|

|           |          |
|-----------|----------|
| 55 Gallon | \$184.00 |
|-----------|----------|

**EXHIBIT “C”  
INSURANCE**

**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)  
10/05/07

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY  
Home Office: P.O. Box 328  
Owatona, MN 55060  
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

|           |  |
|-----------|--|
| COMPANY 1 | FEDERATED MUTUAL INSURANCE COMPANY OR<br>FEDERATED SERVICE INSURANCE COMPANY |
| COMPANY 2 |  |
| COMPANY 3 |  |
| COMPANY 4 |  |

INSURED  
OIL PATCH FUEL & SUPPLY INC  
1905 BAYOU CT  
BROWNSVILLE TX 78526  
217-910-9

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                             |
|--------|--|---------------|----------------------------------|-----------------------------------|------------------------------------|
| A      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT  | 9925394       | 10/01/07                         | 10/01/08                          | GENERAL AGGREGATE \$ 2,000,000     |
|        | PRODUCTS - COMP/OP AGG \$ 2,000,000  |               |                                  |                                   |                                    |
| A      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | 9925394       | 10/01/07                         | 10/01/08                          | COMBINED SINGLE LIMIT \$ 1,000,000 |
|        | BODILY INJURY (Per person) \$  |               |                                  |                                   |                                    |
| A      | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | BODILY INJURY (Per accident) \$    |
|        | PROPERTY DAMAGE \$   |               |                                  |                                   |                                    |
| A      | EXCESS LIABILITY<br><input checked="" type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   | 9925395       | 11/01/07                         | 10/01/08                          | AUTO ONLY - EA ACCIDENT \$         |
|        | OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$  |               |                                  |                                   |                                    |
| A      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>THE PROPRIETOR/<br>PARTNERS/EXECUTIVE<br>OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL<br>OTHER   |               |                                  |                                   | AGGREGATE \$ 2,000,000             |
|        | EL EACH ACCIDENT \$  |               |                                  |                                   |                                    |
|        |  |               |                                  |                                   | EL DISEASE - POLICY LIMIT \$       |
|        |  |               |                                  |                                   | EL DISEASE - EA EMPLOYEE \$        |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR  
GENERAL LIABILITY.  
RE: DELIVERY OF FUEL

**CERTIFICATE HOLDER**  
2179109  
HIDALGO COUNTY PURCHASING DEPT 30  
100 EAST CAN 4TH FLOOR  
ADMINISTRATION BUILDING  
E JINBURG TX 78539

**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 CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE *[Signature]*  
PRESIDENT OF ACORD CORPORATION 1988

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
10/22/2007

**PRODUCER**  
Capitol City Insurance/The Insurance Store  
8030 N. Mopac Expressway  
2nd Floor  
Austin TX 78759

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Oil Patch Fuel & Supply, Inc.  
1905 Bayou Court  
Brownsville TX 78526

INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E: Texas Mutual Insurance

**OVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| SR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----|--|---------------|----------------------------------|-----------------------------------|--|
|    | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$  |
|    | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|    | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|    | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |
|    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | TSF0001162184 | 11/01/2007                       | 11/01/2008                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1000000<br>E.L. DISEASE - EA EMPLOYEE \$ 1000000<br>E.L. DISEASE - POLICY LIMIT \$ 1000000 |
|    | OTHER  |               |                                  |                                   |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

tn: Mary Maladonado  
x: 956-318-2629

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

City of Hildago  
Purchasing Dept  
100 E Cano 4th Floor Admin Bld  
Edinberg TX 78533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

