PLAINTIFF'S EXHIBIT
CHV-758

Specification EP-215-S
Refinery Landscaping
El Paso Refinery
May 23, 1968

1.0 SCOPE

1.1 This specification covers the planting of trees and shrubs along the inside fence line of the El Paso Refinery property on both the northern property lines adjacent to Interstate 10, and the southern boundary along Trowbridge. It also covers the installation of an automatic watering system to maintain moisture to these plants and others in the Refinery.

1.2 The Standard Oil Company of Texas is referred to as COMPANY in this specification. Contracting firm selected to do the work is referred to as CONTRACTOR.

1.3 CONTRACTOR shall do all work outlined herein in a complete and workmanlike manner in accordance with good practice of the trades involved, irrespective of whether or not full details for such completeness, workmanship or practices are contained herein.

2.0 DESCRIPTION OF WORK

2.1 All the areas to be landscaped have never had any cultured plants or trees and for the most part are barren of vegetation, All areas receiving landscaping with the exception of that area in Section A on the key landscape map for the past year, have been receiving periodic dosages of chemicals for the purpose of sterilizing the soil. It is the opinion of Mr. Al Woods of Tree-Lawn Service that sterilization is effective only in the top six inches of soil and that tree and shrubbery planting will not be affected so long as this upper six inches is removed around the plants. The CONTRACTOR should feel free to discuss this matter with the Tree-Lawn people in order to assure himself of having the best condition possible for survival and further growth of the new plants.

2.2 The purpose of this landscaping project is to enhance the appearance of the COMPANY'S property from both the Interstate 10 and Trowbridge Street traffic. The use of more mature trees and plants at the initial planting is desired in order to get an early growth effect for the entire landscape project.

2.3 The CONTRACTOR shall have installed prior, or just subsequent, to the planting of the trees and shrubs, complete water systems, complete with automatic timing control, to provide water requirements for all plants and trees. The drawings attached to this specification designate the sources of water and electric power where CONTRACTOR shall make connections.

2.4 Attached to this specification is a set of drawings which set out the complete list of plants, their sizes, and where they will be located. These plants were selected because of their best availability and for their minimal susceptability to insects, and also their adaptability to this region.

2.5 Some of the surfaces where landscaping is to be installed are now oiled and hard and it should be the CONTRACTOR'S responsibility

to scarify and cultivate these areas to make the surface more acceptable for the installation of new plants and trees. It will be his responsibility to provide diked holes to give the plants a chance to retain the water that will be applied. He shall be responsible for retaining the normal drainage and not creating any runoff problems.

3.0 PERFORMANCE OF WORK

3.1 Labor, Tools, Equipment & Supplies

CONTRACTOR shall supply all items of supplies, tools, equipment and labor required to do the work. The COMPANY reserves the right to restrict the use of such supplies, tools and equipment which can be regarded as being hazardous to property or personnel.

3.2 Materials

CONTRACTOR shall supply all materials including trees, shrubs, plants, compost, peat moss, root stimulators and such other materials necessary to complete the landscape program. The CONTRACTOR shall also supply all materials for the watering system including plastic pipe, fittings, watering heads, electric timers, conduit, wiring, and any other materials required to install the watering system.

3.3 Quality of Plants and Trees

CONTRACTOR shall furnish nothing but the best in quality of trees and shrubs, complying with the sizes and descriptions as specified in the detailed drawings attached hereto. He shall guarantee all plants and trees for a period of one year, replacing any that die during the 12 month period. It shall be his responsibility to ascertain the condition of the soil and to prepare his planting holes to give the best chance for plant growth.

3.4 Water System

Each watering system shall be designed to provide sufficient capacity to supply a minimum of 20 gals. of water for each plant during each watering which shall be two per week. The COMPANY realizes that the design of watering systems for purpose of irrigating is not an exact science and that a wide range of installations with respect to cost can be installed, and still meet the specifications from the viewpoint of the CONTRACTOR. The COMPANY does not want to install an elaborate, expensive system; however, it desires to have a system that is essentially maintenance-free and with equipment that will stand up in the environment where there is blowing sand and where there is minimum attention from maintenance personnel. These systems should be flexible from the standpoint of making additions thereto if it is the desire to add on to the landscaped areas. The buried pipe shall have a design pressure rating of 160 psi and shall be made of PVC material in a rigid form made up with good permanent

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type connections. Each branch connection shall be strong enough to withstand any stresses or strains that might occur during its normal exposure in the ground and any routine or normal cultivation work around the plant areas. The spray heads should have adjustments so that the rate of flow may be changed as necessary to provide the uniform watering rate required at each plant. CONTRACTOR shall submit to the COMPANY for their approval the description and specifications of materials and design sketches that he proposes to use in the installation. Available water pressures are designated at the sources of supply on the drawings attached to this specification.

4.0 SERVICES BY COMPANY

4.1 The COMPANY will furnish industrial fresh water and drinking water at no charge to the CONTRACTOR. Small amounts of 115 V, 60 cycle, single phase electric power for construction purposes will be made available by COMPANY at no charge to CONTRACTOR at locations designated by COMPANY'S field representative.

5.0 FIELD REPRESENTATIVES

5.1 CONTRACTOR shall make all contacts in the field with COMPANY'S designated field representative who shall be the only COMPANY employee in the field authorized to represent the COMPANY with respect to this contract. The COMPANY'S field representative will establish liaison between CONTRACTOR and COMPANY with such inspection of the work as COMPANY may desire in order to check the quality and progress of the work, represent COMPANY in matters pertaining to construction quality, performance and accounting procedures, and negotiate with CONTRACTOR'S construction representative, the amount of additional or decreased compensation due CONTRACTOR arriving from authorized changes in the work.

5.2 CONTRACTOR shall maintain a supervisory representative in the field at all times the work is in progress. CONTRACTOR'S representative shall be in responsible charge of CONTRACTOR'S field work and shall represent CONTRACTOR in matters pertaining to work quality, performance and accounting procedures.

6.0 WORK AND STORAGE AREAS

6.1 COMPANY will make available space for CONTRACTOR for storage of material, work space, toilets and miscellaneous requirements of CONTRACTOR.

6.2 CONTRACTOR shall furnish chemical toilets, buildings and other such facilities required for his work and shall maintain and remove those facilities at the completion of the job.

6.3 CONTRACTOR shall maintain the work areas in a clean condition during progress of the work. Upon completion of the work CONTRACTOR shall clean up the work areas by removing therefrom all of his tools, material and equipment, and disposing of all litter and debris to COMPANY'S satisfaction.

7.0 SAFETY AND PLANT PROTECTION

7.1 Prior to commencement CONTRACTOR shall ascertain from COMPANY'S field representative any refinery regulations in addition to those specified in El Paso Refinery Instruction No. 1404 regarding the use of vehicles, gate passes, smoking, identification of employees, safety measures and similar practices to be followed within the refinery limits. CONTRACTOR shall be responsible for compliance with these regulations and practices and for the maintenance of safe working conditions and practices by his employees.

7.2 COMPANY may, at any time, require CONTRACTOR to curtail or temporarily suspend operations. In event of such work stoppage CONTRACTOR shall be entitled to reimbursement as provided in paragraph 3.2 of the contract terms and conditions herein.

8.0 SCHEDULING OF WORK

The CONTRACTOR shall schedule the work so as to work only during the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday. If he anticipates the need to work at any other hours, he should obtain approval from the COMPANY representative. The CONTRACTOR shall not install any plants that are not provided with a watering system unless he makes provisions for daily watering until such time as the watering system is completed and in operation.

9.0 PRECAUTIONS

CONTRACTOR will be held responsible for any damage resulting from his work regardless of precautions taken. He shall protect adjoining property of all kinds from damage regardless of conditions. He shall post warning signs as necessary to protect public and shall avoid any possible fire hazards from the storage of any of his materials, rags and where smoking privileges have been authorized. He shall avoid accident hazards due to the use of improper equipment or leaving materials or equipment lying in the yard.

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