Sep-28-1999 PRINT TIME OCT. 11. 12:55PM RECEIVED TIME OCT. 11. 12:36PM

HUMBLE OIL & REFINING COMPANY

BATON ROUGE, LOUISIANA 70821

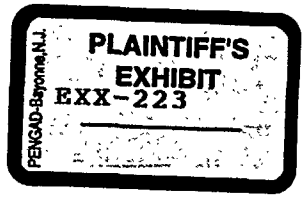
C. E. PUGSLEY
HEAD - PURCHASING, TRAFFIC & GENERAL SERVICES DEPARTMENT

POST OFFICE BOX 481

March 22, 1971

Amendment No. 1
Contract ME 50104-X 47419
CT 55104-X 47419
Blanket Cost Plus Contracts

Nichols Construction Corporation
Box 2750
Baton Rouge, Louisiana 70821



Gentlemen:

The above referenced blanket cost-plus construction contracts, each dated April 30, 1969, are hereby amended to revise the entire third paragraph of ARTICLE 14 - CONTRACTOR'S RESPONSIBILITY to read as follows:

"Contractor shall defend, indemnify, and save Owner, its officers, employees, agents, representatives, and insurers harmless from all claims, for injuries to or death of any and all persons, including without limitation, employees, agents, and representatives of Contractor or its subcontractors, arising out of or in connection with or by reason of work done by Contractor, its employees, agents, representatives, or subcontractors under this contract, expressly excepting claims, for injuries or death caused by the sole negligence of Owner, its officers, employees, agents, and representatives."

If you are in agreement with this Amendment No. 1, please sign and return two copies of this letter to us, one for each contract.

Very truly yours,

A. C. WORSLEY
Contract Coordinator

ACW:EL

ACCEPTED:

NICHOLS CONSTRUCTION CORPORATION

By Burt S. Turner

Date March 29, 1971

09/28/99 TUE 11:09 [TX/RX NO 9884] 004

10/11/99 MON 10:40 FAX 504 830 7810 S,K,W & P, L.L.C. 002

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Contract Form RC-LA 25 (4/1/69)

Contract No. ME 50104-X 47419

CONTRACT BETWEEN

NICHOLS CONSTRUCTION CORPORATION
(Contractor)

and

HUMBLE OIL & REFINING COMPANY
(Owner)

Covering

Blanket Contract for Cost Plus Work

at

Owner's Facilities
Baton Rouge, Louisiana, Area

Dated: April 30, 1969

09/28/99 TUE 11:09 [TX/RX NO 9884] 005

10/11/99 MON 10:40 FAX 504 830 7810 S,K,W & P, L.L.C. 003

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Contract No. ME 50104-X 47419

CONTRACT

NICHOLS CONSTRUCTION CORPORATION, a Louisiana corporation, whose address for the purposes hereof is Box 2750, Baton Rouge, Louisiana 70821, hereafter called "Contractor," and HUMBLE OIL & REFINING COMPANY, a Delaware corporation, whose address for the purposes hereof is P.O. Box 481, Baton Rouge, Louisiana, hereafter called "Owner," agree as of April 30, 1969, as follows:

ARTICLE 1. THE WORK. When requested by Owner, Contractor, in an expeditious and workmanlike manner, shall perform work in Owner's facilities in the Baton Rouge, Louisiana, area of the nature described in the attached Exhibit "A".

This contract establishes the general terms and conditions applicable to work performed hereunder. The specific work which Contractor shall perform and any special conditions or specifications therefor shall be described in written letters of authorization issued to Contractor by Owner. Each such letter of authorization shall be identified wit and subject to all the terms and conditions of this contract. Acceptance of each letter of authorization by Contractor, either by signing the letter of authorization or by commencing the work described therein, shall effectuate a contract between Owner and Contractor for the performance of the work described therein. The "Work" "specifications and "plans" as used hereafter in this contract mean the work described in each letter of authorization and any specifications and plans issued in connection therewith.

This contract shall be effective on the date shown above and shall continue thereafter unless cancelled by either party upon 30 days written notice. Any work covered by letter of authorization accepted by Contractor at the time of notice of cancellation shall be completed, unless terminated by Owner in accordance with the further provisions hereof.

ARTICLE 2. INDEPENDENT CONTRACTOR. For the purpose of Contract and all services to be provided hereunder, Contractor shall be, and shall be deemed to be, an independent contractor and not the agent or employee of Owner. Owner shall not have any authority to supervise the employees, representatives, or subcontractors of Contractor, and the carrying out of Work shall be under the supervision and control of Contractor. Contractor shall have no authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding upon Owner, except as provided for herein or authorized in writing by Owner.

ARTICLE 3. TIME OF PERFORMANCE. Time of performance shall be as specified in each letter of authorization.

ARTICLE 4. CONTRACT PRICE. Under each letter of authorization, Owner shall pay Contractor, as hereinafter specified, a total price consisting of the sum of all chargeable costs and all fees as provided in Article 5.

09/28/99 TUE 11:09 [TX/RX NO 9884] 006

10/11/99 MON 10:40 FAX 504 830 7810 S,K,W & P, L.L.C. 004

ARTICLE 5. COSTS AND FEES.

General

The term "cost", as used with reference to labor, materials and services furnished by Contractor for the Work, shall consist of only those costs incurred and paid directly by Contractor for Work. These costs shall exclude any profits to Contractor and shall be invoiced to Owner at net cost to Contractor. Contractor obligates itself to take advantage of and credit to reimbursable costs all cash and trade discounts, freight allowances and equalizations, annual volume or other allowances, credits, salvages, commissions, insurance discount dividends or retrospective premium adjustments, and direct bonifications which accrue to Contractor or which would so accrue except for the fault or neglect of Contractor.

All materials, labor, services, and other items, the cost of which are actually incurred and paid directly by the Contractor for the Work hereunder, must be certified by Contractor as being required for the efficient accomplishment of the Work. Owner reserves the right to provide insurance, materials, equipment, services, and any other such items.

Chargeable Costs

Chargeable costs shall include the items so specified in the attached Exhibit A.

In addition to the losses and expenses specifically included in Exhibit A, chargeable costs shall also include any other losses and expenses actually sustained by Contractor in connection with the Work which are not covered by insurance or by Contractor's Fee, or for which Contractor is not otherwise reimbursed, exclusive, however, of the following:

> Losses and expenses on account of loss, damage or destruction of construction tools and equipment owned by Contractor or rented from others, regardless of the cause of the loss, damage, or destruction, and whether or not caused by Owner's negligence.
>
> Any expenses which are not reimbursable under Article 17 (Defective Materials and Workmanship); any expenses Contractor may incur on account of obligations assumed by Contractor under Article 19 (Patents); and any expenses incurred by Contractor due to suspension or termination of the Work which are excludable or non-acceptable by Owner as provided by Article 21.

Fee

Contractor's Fee shall be as provided in the attached Exhibit A.

ARTICLE 6. DRAWINGS AND SPECIFICATIONS. All drawings, designs and other written documents supplied by Owner to Contractor shall remain the property of Owner and shall be returned to Owner upon completion of the Work.

All drawings, specifications, requisitions, purchase orders, and other pertinent documents prepared by Contractor or its subcontractor pursuant to this Contract shall become the property of Owner and may be used by Owner for any purpose.

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ARTICLE 7. INVOICING AND PAYMENT. As soon as practicable after the end of each monthly period, or at such other times as mutually agreed upon with Owner, Contractor shall submit invoices covering chargeable costs incurred during that period and Contractor's fees applicable thereto. Owner, within fifteen (15) days of receipt, shall pay the full amount of the costs and fees shown in these invoices, except to the extent that it is then reasonably apparent that all or part of such costs and fees are not then due.

Contractor's invoices shall be supported by copies of the Contractor's payrolls and such other supporting data as the Owner may request. Owner may adjust any invoice for cost included on that invoice or for costs paid on prior invoices which are not properly allowable as costs. Payment by the Owner of costs of the Work as shown on any invoice shall not be considered as approval by Owner that the costs shown are properly allowable as costs.

Contractor's records shall account for costs according to classification of accounts furnished by Owner.

Owner, or its duly authorized representatives, shall have access at all reasonable times to personnel, records, and documents of every nature, including, but not necessarily limited to, books, books of account, records, correspondence, instructions, plans, drawings, reports, vouchers, and memoranda related to the work for the purpose of making audits, including records and documents of subcontractors and others who provide any labor, equipment and/or materials and equipment hereunder on either a cost-plus or time-and-material basis. Contractor and all of its cost-plus sub-contractors shall retain all records and documents pertaining to the Work for a period of two years subsequent to its completion for the purpose of audit. Contractor agrees to write the necessary provisions in its contracts with such subcontractors that will assure access by Owner's employees or representatives to applicable records of such subcontractors.

ARTICLE 8. TAXES. Contractor shall be fully and exclusively responsible for the payment of (1) all taxes imposed by reason of the Work, including, but not by way of limitation, all sales and use taxes, licenses, fees, income, franchise and personal property taxes; and (2) all employment taxes or contributions imposed by law or trade union contracts or regulations with respect to or measured by the compensation (wage, salary, or other) paid to employees of Contractor and its subcontractors for work covered by this contract, including, but not by way of limitation, taxes or contributions for unemployment compensation insurance, old age benefits, welfare funds, pensions and annuities, and disability insurance. Contractor shall defend, indemnify and hold Owner harmless from any liability for failure to pay any and all such taxes or contributions or interest or penalties.

Contractor shall timely file with the Louisiana Tax Commission all reports and information required by the Commission covering the period or periods Contractor is engaged in performance of this contract. Contractor shall include in all subcontracts a requirement that the subcontractor likewise shall file all reports and information required by the Louisiana Tax Commission for the period or periods the subcontractor is engaged in work covered by this contract.

ARTICLE 9. COMPLIANCE WITH LAW. Contractor shall comply, and secure compliance by its subcontractors, with all applicable law in connection with Work hereunder. It shall be the duty of Contractor to ascertain whether the drawings and specifications are at variance with the law before starting construction. If Contractor discovers any variance with the law and the drawings and specifications, it shall promptly

notify Owner in writing, and the necessary changes shall be made before proceeding with the part of Work affected. Contractor shall obtain all temporary permits necessary for the prosecution of Work, and shall give all required notices. Should Contractor violate any law, Contractor shall defend, indemnify and hold harmless Owner from any liability or penalty which may be imposed on Owner by reason of any alleged violation of law by Contractor or its subcontractors and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of Work with respect to such alleged violations of law whether brought by employees of Contractor, by third parties or by national or state governmental authority or any political subdivision thereof.

"Law" includes any law (national, state, municipal, local or other) and any requirement or regulation of any Governmental Authority. "Governmental Authority" includes any national, state, municipal, local or other governmental authority or agency.

ARTICLE 10. FAIR AND EQUAL EMPLOYMENT. Owner is an Equal Opportunity Employer. It is agreed as a condition of this agreement as follows:

A. That in the performance of this agreement, Contractor shall not engage in any conduct or practice which violates any applicable law, order, or regulation prohibiting discrimination against any person by reason of his race, color, religion, national origin, sex, or age.

B. This is a subcontract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246, as amended.

C. A copy of the Equal Opportunity and Nondiscrimination Provision of Section 202 of Executive Order 11246 is stated in full below and is made a part hereof.

Equal Employment Opportunity Provision

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor acknowledges that he may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Contractor further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Owner with a copy of such program if Owner so requests.

D. By accepting this agreement, Contractor agrees to be bound thereby.

E. If a Certification of Nonsegregated Facilities signed by Contractor has not been received by Owner at the time this instrument is executed, Contractor agrees to complete and forward promptly such Certification to Owner for inclusion in Owner's files prior to performance under this agreement, and such Certification of Nonsegregated Facilities when executed shall be incorporated into this agreement by reference.

ARTICLE 11. CONTRACTOR'S PERSONNEL. The regular working schedule of Contractor's employees and employees of a subcontractor working hereunder at the site shall be forty (40) hours per week, eight (8) hours per workday, Mondays through Fridays (both inclusive); no work on Saturdays and Sundays or on the holidays stipulated in labor contracts applicable to Contractor's and subcontractor's employees, except on prior written approval of Owner.

No employee of Contractor or of any subcontractor doing work hereunder under a subcontract shall work overtime except upon prior written approval of Owner. Overtime is work which is outside of the employee's regular working schedule or which is paid for at a rate in excess of straight time rate.

Upon request of Owner at any time, Contractor shall immediately furnish Owner a list showing the name and address of its subcontractors, of the employees of the Contractor and its subcontractors, and of all others who have performed or will perform services under this contract.

Owner may refuse a particular person admission to its premises. If Owner designates any particular person for exclusion from performing services under this contract, Contractor shall promptly exclude such person.

Contractor shall require every person entering Owner's premises to perform services under this contract to be identified by badges satisfactory to Owner. These badges shall be furnished by Contractor at its expense and must be worn at all times by Contractor's employees. At Owner's request, Contractor shall also require every person entering Owner's premises to perform work hereunder to be identified by a complete fingerprint record.

Contractor shall comply with regulations and requirements established by Owner with respect to Contractor's employees, subcontractors and the employees of subcontractors, and all others engaged or to be engaged in Work on Owner's premises. Contractor shall require its employees and employees of its subcontractors, who work on Owner's premises to go to and from Work Site via a route within said premises prescribed by Owner and not to deviate therefrom.

ARTICLE 12. GENERAL CONDITIONS. Contractor shall have a competent Superintendent satisfactory to Owner on the Work Site at all times. The Superintendent shall represent Contractor and all directions given to him shall be binding on the Contractor.

If any work by Owner's forces or by other contractors employed by Owner is contiguous to the Work, the respective rights of those involved shall be established by Owner to assure general harmony.

Insofar as shall be feasible and practicable, Contractor shall give preference to Louisiana labor, material and services. Contractor shall require these same

preferences from subcontractors in all subcontracts under this contract. Residents of Louisiana shall be given preference among persons hired at the site of the Work to the extent possible under applicable labor contracts and consistent with the skills needed.

ARTICLE 13. SAFETY REGULATIONS. Contractor shall comply with all fire and safety regulations prescribed by Owner. Before starting construction work, Contractor shall obtain from Owner copies of these regulations and become familiar with them. Contractor shall provide proper night lights, and shall be responsible for and in direct control of the use of any and all lights, torches, forges and other fires. Compliance with Owner's fire and safety regulations shall not relieve Contractor of its obligation always to use due care in performing work hereunder. Contractor shall furnish Owner a written report of any disabling injury to, or fatality of, employees of the Contractor or its subcontractors.

ARTICLE 14. CONTRACTOR'S RESPONSIBILITY. Contractor shall be responsible for all construction tools and equipment, inclusive of all motor vehicles, owned by Contractor or rented from others used in connection with work hereunder, and shall indemnify and save Owner harmless from any claim for damage, destruction, or loss thereof from any cause whatsoever, including, without limitation, Owner's negligence.

Contractor shall be responsible for any loss of or damage to existing structures and other property belonging to Owner or for which Owner is responsible (other than the Work) and for any loss or damage to property of others arising out of or in connection with or by reason of work done by Contractor, its employees, agents, representatives or subcontractors under this contract, expressly excepting any loss or damage caused by the sole negligence of Owner, its employees, agents or representatives.

Contractor shall be responsible for all claims for injuries to or death of any and all persons, including, but not limited to, employees, agents and servants of Contractor or its subcontractors, arising out of or in connection with or by reason of work done by Contractor, its employees, agents, representatives or subcontractors under this contract, expressly excepting any loss or damage caused by the sole negligence of Owner, its employees, agents or representatives, subject to the provisions of the succeeding paragraph.

Contractor's responsibility for damage to property and injury to or death of persons as set forth in the preceding paragraphs of this article includes damage, injury or death caused in whole or in part by any machinery, tools or equipment belonging to Owner and used by Contractor, or its subcontractors, in the performance of this contract, or caused by acts of any employee of Owner while such employee is acting under the direction or control of Contractor or its subcontractors and in its behalf carrying out for it any work to be performed under this contract.

ARTICLE 15. INSURANCE. Contractor shall carry and maintain insurance under terms and with companies satisfactory to Owner, as follows:

Workmen's Compensation and Employer's Liability Insurance for all of Contractor's employees engaged in the performance of this contract. If any of the Work is

sublet, Contractor shall require the subcontractors to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under Contractor's insurance.

Contractor's Public Liability, and, in addition, if any of the Work is sublet, Contractor's Protective Liability Insurance for amounts not less than $100,000 to cover injury or death of one person and not less than $300,000 to cover all persons injured or killed as a result of one accident, and for an amount not less than $100,000 to cover loss or damage to property resulting from one accident.

Automobile Liability Insurance (required only if motor vehicles are used in the performance of the Work) for an amount not less than $100,000 to cover injury or death of one person and not less than $300,000 to cover all persons injured or killed as a result of one accident, and for an amount not less than $25,000 to cover loss or damage to property resulting from one accident.

Contractor shall have its insurance carrier or carriers furnish to Owner certificates certifying that all insurance required under this Contract is in full force and effect, reciting the expiration date of each policy and that the insurance will not be cancelled without ten (10) days prior written notice by registered mail to Owner. On request, Contractor shall permit Owner to examine the original insurance policies. If the insurance required herein is cancelled, Owner may procure it and deduct the cost from moneys then due or thereafter to become due Contractor.

In the event any third party claims are filed against Contractor and such claims are not covered by insurance or are in excess of the amount of insurance applicable, Contractor shall immediately notify Owner concerning such claims. Contractor shall defend itself and Owner against such claims and Owner shall pay the expenses for such defense, to the extent that such expenses are not recovered from the insurance carrier, as a reimbursable cost of the work. However, Contractor shall consult with and obtain approval from Owner concerning all details of the defense against such claims or any negotiations for settlements. Owner shall have the privilege of joining with Contractor in any such defense or in any negotiation for settlements, and Contractor agrees to cooperate fully in such defense and negotiations.

Contractor shall not commence field construction work under this contract nor permit any subcontractor to commence field construction work on a subcontract until all of the insurance required under this Article shall have been obtained by Contractor and approved by Owner.

Contractor shall not be required to furnish insurance other than, or in excess of, the minimum amounts above stated, but Owner shall have the benefit of all other or excess insurance which Contractor may have in effect. Except to the extent of insurance which Contractor is required to carry hereunder and except to the extent of any additional coverage which Contractor may have in effect, though not required to carry, Owner shall be responsible for and shall indemnify and hold Contractor harmless from any losses, damages, and claims of any nature and kind whatsoever sustained by Contractor in connection with the Work; provided, however, Owner shall not be responsible for, nor indemnify Contractor from, the losses and expenses which are excluded from chargeable costs under Article 5 - Cost and Fees - hereof. The losses, damages, and claims in excess

of the insurance coverages of Contractor for which Owner herein assumes responsibility and indemnifies Contractor from, include, but are not limited to, actions by third parties or other insurers, including insurers under policies paid for by Owner or for Owner's benefit, whether or not such losses, damages, or claims involve damages to Contractor's property, Owner's property, or property of others, other than construction tools and equipment (inclusive of all motor vehicles) owned by Contractor or rented from others, or involve personal injuries to any person whomsoever, including but not limited to employees of Owner, Contractor, or a third party. It is the intention of the parties that the losses, damages, and claims in excess of the insurance coverages carried by Contractor for which Owner herein assumes responsibility and agrees to indemnify Contractor from applies even if such losses, damages, and claims should result from the negligence of Contractor or any of Contractor's employees or any other person for whom Contractor is responsible.

ARTICLE 16. INSPECTION. Owner, at any time, may inspect any part of the Work, the materials to be used in the Work and the construction tools and equipment furnished by Contractor and its subcontractors for use in performing the Work. Contractor shall give Owner timely notice when parts of the Work which are required to be tested or approved are ready for test or inspection, and Owner shall promptly test or inspect.

If any tool or item of construction equipment furnished by Contractor or its subcontractors is, in the opinion of Owner, unsafe, it shall be replaced or repaired to Owner's satisfaction by Contractor. However, neither inspection by Owner nor the failure by Owner to inspect shall relieve Contractor of its obligation to provide construction tools and equipment which are safe and adequate in all respects.

ARTICLE 17. DEFECTIVE MATERIALS AND WORKMANSHIP. Contractor shall repair or replace, as may be necessary during the progress of the Work, materials and equipment furnished or any workmanship performed by it or its subcontractors which do not conform to the plans and specifications. Contractor shall also repair or replace defective materials, equipment or workmanship discovered within one (1) year from the date of final acceptance of the Work or within one (1) year from the date of first use by Owner of any self-contained system in the Work, whichever is earlier. If the Work or any part thereof is terminated prior to completion, Contractor shall repair or replace defective materials, equipment or workmanship discovered within one (1) year from the effective date of termination. If Contractor's field force has been removed from the Work Site, Owner at its option may undertake such repairs or replacement, but such action shall not relieve Contractor of its responsibility to complete the necessary repairs or replacements as above provided at Owner's request.

Materials, labor, services and other expenses incurred by Contractor necessary to repair or replace defective materials or equipment or workmanship shall be allowed as chargeable costs under Article 5 except that reimbursements of such expenses shall not be allowable for cost of repairs or replacement which is recoverable on vendor's guarantee or where such defects of materials, equipment or workmanship are due to the failure of Contractor's corporate officers, or other representatives having supervision or direction of the Work as a whole

to observe the standard of care which Contractor normally exercises in the conduct of its business. For any work which is a chargeable cost under this Article, Contractor shall receive only such additional fee as represents Contractor's expenses not chargeable as costs.

Contractor shall not be responsible for material or equipment which fails as a result of wear and tear, corrosion or erosion, resulting from operating conditions more severe than contemplated in the plans and specifications.

ARTICLE 18. LIENS. Owner may retain out of any payments due Contractor an amount sufficient to indemnify Owner against any lien or claim chargeable to Contractor for which it appears Owner or its property may become liable. Unless Contractor timely furnishes Owner a release of the lien or claim, Owner may pay it out of moneys so retained or out of payments that may thereafter become due Contractor. If any lien or claim against Contractor remains unsatisfied after all payments hereunder have been made to Contractor, Contractor shall refund to Owner any amounts Owner may have to pay to have the lien or claim released.

ARTICLE 19. PATENTS. Contractor shall defend and hold Owner harmless from any claim made against Owner and alleging infringement of any patent or patents, to the extent that such alleged infringement arises from: (1) performance of the Work by Contractor or (2) use by Owner of materials or designs supplied by Contractor and not expressly specified by Owner.

Contractor agrees to grant and hereby grants to Owner an irrevocable, non-exclusive, royalty-free license, under any patent rights now or hereafter owned or controlled by Contractor, to use the facilities resulting from the Work and to sell anywhere in the world the products made by such use, together with the right to extend such license to any successor in title to the facilities resulting from the Work.

Contractor hereby grants to Owner an irrevocable, non-exclusive, royalty-free license to use, anywhere in the world, any invention made by Contractor or its employees in or as a result of performance under this Contract and based upon information (not in the public domain at the time such invention is conceived) which is disclosed to Contractor by Owner. Owner may extend this license to any company of which Standard Oil Company (New Jersey) owns at least 50% of the stock having the right to vote for directors thereof, and to Toa Nenryo K.K.K. (a Japanese corporation) and its wholly-owned subsidiaries.

ARTICLE 20. CONFIDENTIAL INFORMATION. Contractor agrees that it will not disclose to Owner any information related to the Work which is considered by Contractor to be confidential, or which Contractor possesses under obligations of confidence to third parties, unless Owner has, prior to such disclosure, agreed in writing to accept such information as confidential under clearly defined obligations of confidence, and that in the absence of such agreement in writing all information disclosed by Contractor to Owner in connection with the Work is to be deemed to be non-confidential information.

Contractor agrees to hold in confidence and not to disclose to others any information disclosed to Contractor by Owner in connection with the Work, except for such information as is or may become (through no fault of Contractor) part of the public domain. Contractor further agrees that information thus held in confidence will not be used by Contractor without Owner's written consent. These obligations of confidence and non-use shall survive completion of the Work or termination of this Contract.

ARTICLE 21. SUSPENSION AND TERMINATION OF WORK. Owner at any time, by written notice to Contractor, may suspend or terminate any work then being performed by Contractor hereunder. If work is suspended, Owner shall pay Contractor in accordance with Article 5 (Costs and Fees) (1) expenses incurred for employees necessarily retained by Contractor during the period of suspension, provided Contractor can show that it was not reasonably practicable to move these employees to other points where they could have been employed and (2) rental charges for construction tools and equipment furnished by Contractor for the Work which are necessarily idle during such suspension. If work is terminated, Owner shall pay Contractor all chargeable costs incurred to date of termination and the applicable fee. In the event of suspension or termination, in addition to the payments above provided for, Owner shall pay Contractor such other costs or expenses to Contractor resulting from the suspension or termination, as mutually agreed upon, provided Owner shall not be liable to Contractor for any damages or loss of anticipated profit resulting from the suspension or termination.

ARTICLE 22. REMOVAL OF EQUIPMENT. Upon termination of this contract, Contractor, if so requested by Owner, shall promptly remove all or any part of its equipment and supplies from the property of Owner, and on Contractor's failure to do so, Owner may remove and store such equipment and supplies at the expense of Contractor.

ARTICLE 23. ASSIGNMENT OF CONTRACT. Contractor shall not assign or sublet this contract, or any part thereof, (except for the delivery of material) without the prior written consent of Owner. Such consent shall not release or relieve Contractor from any of its obligations or liabilities under the contract. Owner, without the consent of Contractor, may assign this contract to any corporation, affiliate or subsidiary of Standard Oil Company, a New Jersey corporation.

ARTICLE 24. NOTICES. Except as otherwise specifically provided in this contract, any notice by Owner to Contractor shall be mailed to Contractor at its office address set forth above or delivered personally to Contractor's superintendent, and any notice by Contractor to Owner shall be mailed to Owner at its office address set forth above or delivered personally to Owner's authorized representative.

This contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date and year first above written.

Witnesses:

Geraldine J. Cannon

A Worsley

NICHOLS CONSTRUCTION CORPORATION
(Contractor)

By Bert S. Turner

Title President

HUMBLE OIL & REFINING COMPANY
(Owner)

By C S Pugsley

Title Head Purchasing Traffic and

EXHIBIT A

A. The Work - Construction work, including the furnishing of all labor, supervision, tools and equipment, temporary building and facilities, construction supplies, transportation, field material procurement service and incidental materials required

B. Chargeable Costs

1. (a) Wages and Salaries of all Contractor's employees engaged in the actual construction of the temporary and permanent facilities at the job site, including skilled and unskilled labor, sub-foremen, craft foremen, and Contractor's field supervisory and field office personnel.

   (b) Wages and Salaries of Contractor's employees excluding indirect shop labor, engaged in pipe and pipe support fabrication done by pipefitters in Contractor's shop.

   (c) Wages and Salaries of Contractor's employees engaged in drafting, detailing and listing materials for all types of shop work as authorized by the Owner.

   (d) Wages and Salaries of Contractor's employees, excluding indirect shop labor, engaged in steel fabrication done in Contractor's shop. This will include time spent by non-working foremen, as well as actual time spent in shop fabrication.

   (e) Not chargeable as wages and salaries without Owner's prior written approval are the amount of compensatiom paid to Contractor's field supervisory and field office personnel and any amount by which compensation paid to other employees of Contractor or of any subcontractor exceeds prevailing rates for the area where the Work is to be performed and any amount paid to any employees of Contractor or any subcontractor adopting a policy with respect to absences with pay which is more liberal than the practice prevailing in the area where the Work is to be performed.

   (f) Not chargeable as wages and salaries are: salaries of Contractor's executive officers and home office personnel.

2. Premium Pay on overtime, when such overtime is authorized by Owner.

3. Indirect Labor Costs paid with respect to wages and salaries paid under B.1 (a), (b), (c), and (d) above, to Contractor's employees engaged in the Work including, but not by way of limitation, required payments to union health and welfare funds and other fringe benefits covered by bargaining agreements and federal and state unemployment insurance and FICA taxes at net cost to Contractor. Excluded are any benefits, not required by law, paid with respect to wages and salaries paid to Contractor's staff and supervisory personnel.

4. Cost of Qualifying Welders as determined by invoices rendered Contractor by the welder testing laboratory.

5. Cost of Construction Materials furnished by Contractor, inclusive of transportation charges to job site, and sales and use tax applicable thereto. Excluded specifically are small tools costing less than $300.00 each, and consumable supplies as shown on Exhibit B. All purchases by Contractor or any of its subcontractors in excess of $100.00 shall have prior approval of Owner.

6. Cost of All Subcontracts approved by Owner. All lump sum subcontracts shall be on a bid basis and be approved by Owner.

7. Cost of Sandblasting carried out at Contractor's shop in connection with shop fabrication work. This shall be billed on the following unit price basis with the price covering the cost of sandblasting plus application of one coat of primer. Sand shall be furnished by Contractor at its expense; primer shall be furnished by Owner at its expense.

Material	Unit Price
Steel	4-1/2¢/pound
Pipe	4¢/pound

8. A Charge for All Equipment used in the performance of the work (exclusive of that used in Contractor's fabrication shop) with a unit cost of $300.00 or more at the rates shown on Exhibit C. If equipment other than the equipment listed on the schedule is required, Contractor shall submit rates for Owner's approval prior to use. On equipment rented by Contractor from others, sales and use taxes payable by Contractor and fuel costs, if applicable, shall be chargeable costs.

9. Cost of Repairs and Replacements required because of defective materials and workmanship, as provided in Article 17.

10. All Taxes, in addition to sales and use taxes on materials and payroll taxes, directly imposed on Contractor by reason of the Work.

C. Contractor's Fees

1. On all wages and salaries chargeable as costs under paragraph B-1 (a) of this Exhibit A, Contractor's fee shall be as outlined below:

   a. 20% for single shift jobs
   b. 22.5% for jobs scheduled for more than one shift

The fee shall include, but not be limited to, the following items:

(a) Contractor's profit.

(b) All home office supervision and general overhead, including interest on borrowed capital.

(c) All small tools costing less than $300.00 each.

(d) All consumable supplies as described in Exhibit B.

(e) All field office equipment, supplies, and expenses, excluding salaries of field office personnel.

(f) Contractor's expenses in providing badges and fingerprint records for Contractor's employees.

(c) All indirect shop labor, such as shop superintendent, clean-up labor, and coordinator of materials, drawings and schedules.

(d) All shop tools and shop equipment.

(e) All consumable supplies as described by Exhibit B plus such major consumable items as welding rod (stock and wire), welding and cutting gases, utilities and telephone service.

(f) Supplies and equipment required for all engineering, drafting and office uses.

(g) Use of Contractor's shop building and all associated facilities, excluding sandblast equipment.

(h) Employee benefits, such as retirement plans, vacation allowances, and costs of hospitalization or hospitalization insurance for Contractor's permanent staff and supervisory personnel engaged in the work, but excluding holiday pay when the job is shut down for the holiday and permitted absences when approved by Owner's Field Engineer.

(i) Contractor's Standard Insurance coverage, which coverage shall not be less than the coverage and amounts Contractor is required to carry under this contract.

4. On all construction materials and welder qualifications furnished by Contractor as covered by Paragraph B.4 and 5 of Exhibit A, Contractor's fee shall be five per cent (5%).

5. On all subcontracts as covered by Paragraph B.6 of Exhibit A, Contractor's fee shall be five per cent (5%), except a fee shall not be charged when Contractor subcontracts to National Instrument Company.

(h) Employee benefits, such as retirement plans, vacation allowances, and costs for hospitalization or hospitalization insurance for Contractor's permanent staff and supervisory personnel engaged in the Work, but excluding holiday pay when the job is shut down for the holiday and permitted absences when approved by Owner's Field Engineer.

(i) Premiums on Contractor's Standard Insurance coverage, which coverage shall not be less than the coverage and amounts Contractor is required to carry under this contract.

2. On all wages and salaries as outlined under Paragraph B-1 (b) and (c), Exhibit A, Contractor's fee shall be 74%. The fee shall include, but not be limited to the following items:

(a) Contractor's profit

(b) All home office supervision and general overhead, including interest on borrowed capital.

(c) All indirect shop labor, such as shop superintendent, non-working foreman, clean-up labor, and coordinator of materials, drawings and schedules.

(d) All shop tools and shop equipment.

(e) All consumable supplies as described by Exhibit B plus such major consumable items as welding rod (stock and wire), welding and cutting gases, utilities and telephone service.

(f) Supplies and equipment required for all engineering, drafting and office uses.

(g) Use of Contractor's shop building and all associated facilities, excluding sandblast equipment.

(h) Employee benefits, such as retirement plans, vacation allowances, and costs of hospitalization or hospitalization insurance for Contractor's permanent staff and supervisory personnel engaged in the work, but excluding holiday pay when the job is shut down for the holiday and permitted absences when approved by Owner's Field Engineer.

(i) Contractor's Standard Insurance coverage, which coverage shall not be less than the coverage and amounts Contractor is required to carry under this contract.

3. On all wages and salaries as outlined under Paragraph B-1 (d) of Exhibit A, Contractor's fee shall be 60%. The fee shall include, but not be limited to the following items:

(a) Contractor's profit.

(b) All home office supervision and general overhead, including interest on borrowed capital.

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EXHIBIT B

CONSUMABLE SUPPLIES

Consumable supplies are those supplies consumed during the progress of the Work which are not directly incorporated into any work of a temporary or permanent nature. It is understood that several items have multiple end uses and, therefore, in specific situations may be classified as materials of construction or consumable supplies, depending on actual use. The following list, although not all-inclusive, is considered to be representative of the type of items capable of being consumable supplies.

Acids
Adapters
Adhesives
Alcohol

Babbitt
Badges
Bags, Water
Bands, Elastic Helmet
Barrels, Trash
Barrels, Water
Batteries
Belting
Belt Dressing
Bits
Blades, Cutting
Brads
Brooms
Brushes, Paint, Scrub and Wire
Bulbs, Light

Cables
Cans
Carbide
Carborundum
Chalk
Chamois
Chisels
Clamps
Cleaning Compound
Clips
Clothing
Coal and Coke
Connectors
Cord
Cotter Pins
Couplings
Crayons
Creosote
Cups

Dies
Dippers
Drills

Electrode Holders
Ells, Stove Pipe
Extractors, Screw

Face Shields
Fasteners
Faucets
Files
Filters
Fittings, Alemite and Hose
Flashlights
Flints
Flux, Brasing
Funnels
Fuses

Gaskets, Hose
Gasoline
Glasses
Globes, Lantern
Gloves
Glue
Glycerin
Goggles
Graphite
Grease
Grinding Compounds
Grinding Wheels
Hacksaws and Blades
Handles
Hasps
Helmets
Hoods, Welder
Hinges
Hooks
Hose
Hydrated Lime

Kerosene
Keys

Lanterns
Latches
Lenses
Levels
Lighters
Line, Chalk
Liquefied Petroleum Gas
Lugs

Masks, Gas
Mandrels
Measurers
Menders, Hose
Mirrors
Mops

Nails
Needles, Acetylene
Nipples, Hose
Nozzles

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Oils, Lube
Oils, Cutting
Oils, Diesel
Oils, Fuel

Padlocks
Pails
Paper, Sand, Toilet, Writing, etc.
Paste
Patterns
Pencils
Pins, Drift
Pulleys
Punches

Rags
Rakes
Respirators
Rollers
Rope
Rubber Boots
Rules

Safety Goggles
Salt Tablets and Dispensers
Sandpaper
Saws
Screens
Screws
Shields, Face
Soap
Soapstone
Solder
Stakes
Stencils
Stove Pipe
Supplies, Medical
Supplies, Office
Supplies, Wash Room

Tacks
Tags
Tapes
Taps, Bolt
Tarpaulins
Thimbles, Wire Rope
Tips, Cutting and Welding
Towels
Twine

Washers
Wastes, Wiping
Water, Drinking
Wedges
Wheels, Cutting, Grinding, and Emery
Wire

NOTE: Lubricants required for breaking in and operation of process equipment shall be supplied by Owner.

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EXHIBIT C

EQUIPMENT RATES

All equipment is to be fueled, maintained, and operated by Contractor. In addition to the rates herein shown, the operators' wages and salaries are chargeable costs under Paragraph B-1 of Exhibit A.

All equipment shall be delivered by Contractor to the Work site when and as needed for use. For the purpose of the rates herein specified, time for self-propelled equipment shall begin when the equipment leaves Contractor's storage yard and shall terminate upon return to their yard unless an agreement to the contrary is reached by the Owner and Contractor. Time for equipment that must be hauled to the Work site shall begin when actual use of the equipment in connection with the Work begins and shall terminate upon cessation of such use. No charge shall be made on any equipment which is in transit or out of service for repairs for more than 24 hours.

For minor routine repairs, the cost of labor shall be chargeable to the Work and reimbursible as labor under the contract. The cost of all repair parts and supplies are included in the equipment rates and shall not be chargeable directly to the Work.

When the total labor required to repair an item of equipment exceeds four man-hours, the cost of all labor, repair parts, and supplies are included in the equipment rates, and shall not be chargeable directly to the Work.

Owner's prior approval shall be obtained for the proposed date of arrival of equipment at the Work site. Any item of equipment no longer needed for the Work shall be removed from the Work site or, with consent of Owner, stored on Owner's property and thereafter no rent shall be charged. Equipment is subject to inspection by Owner and Contractor shall remove and replace any item found unsafe. Contractor shall maintain a perpetual inventory of construction tools and equipment costing $300.00 or more.

Rates listed are monthly rates. Unless otherwise specified, daily rates shall be the monthly rate divided by twenty-two (22), and there shall be no time less than one (1) day. Also, rates are based on eight-hour work day plus incidental unscheduled overtime.

Transportation Costs

Transportation costs to and from the job site shall be paid by Owner:

(a) for all equipment owned by Contractor provided such cost shall be the actual cost determined by application of rates and fees outlined in this contract, but not to exceed the cost of transportation from and to Contractor's storage yard, except for large crawler cranes and tractors where a mutually agreed upon basis shall apply.

(b) for all equipment rented from third parties provided such cost shall be approved by Owner prior to rental of said equipment by Contractor.

In both (a) and (b) above, the costs of unloading, assembly, and placing in commission on arrival at the Work site and for disassembly, boxing, and loading in preparation for shipment from the Work site, excluding in each case all costs for reconditioning, are also chargeable to the cost of the Work where such is necessary.

Equipment Rates for Multiple Shifts

On scheduled shift or scheduled overtime, work rates for each additional shift are to be 75% of approved rates for the first shift.

Description of Equipment and Applicable Rates for the First Shift

Attached: Schedule A - Rates
Schedule B - Detailed Description - Heavy Equipment

NICHOLS CONSTRUCTION CORPORATION

FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
LIFTING POLES			
1 - Set 160' American Hoist & Derrick Company Gin Poles, total 500 ton capacity, complete with 2 - Manitowoc Model 390E "Vicon" 2-Drum Diesel Hoists	Minimum of One Month		$15,000
GUY DERRICK			
1 - Guy Derrick, 35-ton capacity, complete with Skagit 2-Drum Gas Driven Hoist, 16,000# Line Pull	$275	$835	$2,500
CRAWLER "LIFT" CRANES			
40-ton capacity	$240	$960	$3,000
50-ton capacity	300	1,200	3,600
60-ton capacity	400	1,500	4,600
100-ton capacity	485	1,700	5,100
MOTOR CRANES/CABLE			
30-ton capacity	$200	$700	$2,700
35-ton capacity	225	750	3,000
50-ton capacity	360	1,400	4,200
55-ton capacity	375	1,465	4,400
60-ton capacity	400	1,600	4,800
140-ton capacity	975	2,900	8,750
MOTOR CRANES/HYDRAULIC			
40-ton capacity	$295	$1,175	$3,500
45-ton capacity	315	1,265	3,800
HYDRAULIC CRANES			
5-ton capacity	$72	$280	$1,100
7-1/2 to 8-ton capacity	82	325	1,225
12-1/2 ton capacity	105	410	1,600
14 to 15-ton capacity	115	450	1,750
DRAGLINE AND CLAM CRANES WITHOUT BUCKETS			
3/8 cubic yard	$105	$370	$1,300
3/4 cubic yard	115	430	1,600
1 - cubic yard	120	480	1,900
1-1/2 cubic yard	175	700	2,600

FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
CRAWLER BACKHOE MACHINES, DIESEL DRIVEN			
3/8 cubic yard	$110	$385	$1,350
3/4 cubic yard	120	440	1,665
1 - cubic yard	145	510	2,050
CRAWLER TRACTORS WITH DOZER BLADES			
Model JD-350 John Deere, Diesel, Direct Drive, Manuel Shift	$45	$180	$720
D-4 Caterpillar 7U w/Straight Blade	72	285	900
D-6 Caterpillar 9U w/Angle Blade with Winch	105	420	1,675
HD-11E Allis Chalmers w/Angle Blade	110	435	1,750
D-7 Caterpillar 17A w/Straight Blade	110	450	1,800
D-6C Caterpillar Power Shift with Angle Blade	220	665	2,000
D-8H Caterpillar 46A Power Shift with Angle Blade	240	960	3,840
CRAWLER TRACTOR WITH SIDEBOOM ATTACHMENT			
D-7 Caterpillar, Series 3T	$100	$400	$1,600
CRAWLER FRONT END LOADERS			
1-1/2 cubic yard, Direct Drive	$95	$330	$1,125
1-3/4 cubic yard, Power Shift	125	440	1,500
RUBBER TIRED BACKHOE W/FRONT END LOADER			
Hydraulic Backhoe, Case Model 580CK, or Ford Model 4500, Diesel	$70	$280	$800
GRADALLS			
Model 2460, Rubber Tired	$180	$625	$2,500
Model G-600, Crawler	170	585	2,350
DIRT MOVING AND COMPACTING			
DW-15 Caterpillar Scraper	$180	$720	$2,520
LeTourneau, 12 cu.yd. Towed Scraper	55	190	625
Model 12 Caterpillar Motor Patrol	100	400	1,320
Cleveland Model 110 Ditching Machine	80	320	1,100
42" Double Drum Sheepsfoot Roller	25	65	185
Wobble Wheel Roller - Towed	25	65	185
Tandem Cutter Disc	25	65	195
54" Vibrating Roller; Single Drum	40	135	475

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FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ HOURLY	DAILY	WEEKLY	MONTHLY
FLOAT AND LOWBOY TRAILERS W/TRACTORS				
20 ton Float	$10			
30 ton Float	12			
Tandem Axle Pole Trailer	12			
30 ton Lowboy	12			
40 ton Lowboy	18			
60 ton Lowboy	22			
100 ton I-Beam Lowboy w/10-ton Dolly	40			
75 ton 16-Wheel Dolly w/o Tractor		$120	$360	$1,000
PICKUPS-FLATBED-DUMP-WINCH TRUCKS, INC.				
Pickup Truck	$3	$18	$55	$175
Flatbed/Flatbed Dump, 3-ton	4	28	112	400
Winch Truck, 2-ton	4	32	128	500
Winch Truck, 3-ton (Fifth Wheel Tractor w/Winch)	9			
5 cubic yard Dump Truck	4	32	128	500
10 cubic yard Tandem Dump Truck	9	72	288	875
6-Passenger Sedan		18	55	175
Passenger Bus		18	55	175
Ambulance		18	55	175
FORKLIFT TRUCK, CONSTRUCTION TYPE				
4000# Lift Model IT-40, Pneumatic Tires		$45	$160	$550
6000# Lift Model IT-60, Pneumatic Tires		60	215	725
WELDING MACHINES				
200 Amp Gasoline		$11	$44	$160
300 Amp Gasoline		14	56	185
300 Amp Electric		6	19	55
400 Amp Electric		7	25	67
600 Amp Electric		12	33	86
*Welding Cable (¢ per ft.)		.01	.04	
300 Amp Water Colled Heliarc Welding Machine		32	86	257
WATER BLAST MACHINE				
4800# Water Blaster, trailer mounted with Hose and Control Valve Nozzle		$75	$220	$660
AIR COMPRESSORS				
75 CFM Air Compressor, Gas		$15	$50	$170
125 CFM Air Compressor, Gas		21	75	250
315 CFM Air Compressor, Diesel		63	196	591
600 CFM Air Compressor, Diesel		95	300	1,000
*3/4" Air Hose, 50' Lengths/Each		1.45	3.45	8.

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FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
PUMPS			
Air Sump Pump	$9	$27	$80
Sludge	5	18	54
Steam Test	10	34	105
Water Pumps, Gas Driven, Centrifugal or Diaphragm			
2" Water Pump	$8	$25	$76
3" Water Pump	11	32	97
4" Water Pump	15	45	135
Hose: Discharge			
2" x 50' Section	$2	$7	$20
3" x 50' Section	3	9	27
4" x 50' Section	5	14	42
Hose: Suction			
2" x 25' Section	$2	$7	$22
3" x 25' Section	3	10	29
4" x 25' Section	5	14	43
BUCKETS			
Clamshell (Material Handling/or General Purpose)			
3/8 cubic yard	$12	$37	$112
5/8 cubic yard	17	50	149
3/4 cubic yard	18	55	165
1 - cubic yard	20	59	177
1-1/2 cubic yard	29	86	258
1-3/4 cubic yard	30	90	270
2 - cubic yard	32	95	285
3 - cubic yard	44	133	400
Concrete, Bottom Dump			
1/2 cubic yard	$6	$17	$52
1 - cubic yard	9	26	79
2 - cubic yard	13	38	113
Dragline			
3/8 cubic yard	$8	$25	$74
1/2 cubic yard	11	32	97
3/4 cubic yard	14	42	126
1 - cubic yard	16	48	145
1-1/4 cubic yard	20	59	177
1-1/2 cubic yard	21	62	187
2 - cubic yard	26	77	231
2-1/2 cubic yard	31	92	276

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FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
MISCELLANEOUS TOOLS AND EQUIPMENT			
Bender, Hydraulic Electric Conduit Bender, 1 1/4" to 2"	$ 9.00	$ 29.00	$ 88.00
#2 Beveling Machine, 8" to 12" Either H&M or Mathey	19.00	39.00	65.00
#3 Beveling Machine, 14" to 20" Either H&M or Mathey	23.00	77.00	150.00
Breaker, Under 50# Paving Breaker	6.00	18.00	51.00
Breaker, 60# Paving Breaker	6.00	19.00	55.00
Breaker, 70# Paving Breaker	7.00	22.00	63.00
Buster, Rivet Buster 28# with 11" Piston Stroke	6.00	21.00	57.00
Cutter, #250 Toledo Geared Pipe cutter w/holders & cutting tools	8.00	23.00	68.00
Drill, Air, 1" to 1 1/4"	6.00	19.00	53.00
Drill, Magnetic Electric 1 1/4" H.D. 2-speed Magnetic Drill	9.00	26.00	77.00
Drill, Rock, Air 25 to 40# Black & Decker Model 1554	6.00	20.00	57.00
Electronic Tube Rollers	14.00	40.00	119.00
Hammer, Air 70 to 90#	7.00	22.00	63.00
Hammer, Sheeting (90# Hammer w/Sheeting Head)	9.00	27.00	80.00
Hammer, Skill Rotary Drill, 3/4"	4.00	11.00	32.00
Hammer, Vulcan #3, 3000# Single Acting Sheeting Hammer	35.00	100.00	330.00
Hoist, 3 to 4 1/2 ton Chain	8.00	22.00	63.00
Hoist, 5 to 6 1/2 ton Chain	11.25	26.80	72.00
Hoist, 9 to 12 ton Chain	12.00	33.00	90.00
Hoist, Coffing, 6 Ton Ratchet & Pawl Type Load Binder	8.00	20.00	58.00
Hoist, Single Drum, Gas Driven	8.00	24.00	68.00
Hoist, Air, 2000# Line Pull Single Drum Less Cable	13.00	40.00	119.00
Hoist, Air, 4000# Line Pull Single Drum Less Cable	21.00	63.00	184.00
Hoist, Skagit 2-Drum with 16,000# Line Pull	120.00	360.00	1080.00
* Hose, Air, 3/4" x 50'	2.00	5.00	12.00
* Hose, Whipline, 1/2" x 10'	1.00	2.00	5.00

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FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
Hot Tap Machine, 1" to 2"	$ 46.00	$ 114.00	$ 342.00
Hot Tap Machine, 3" to 12"	141.00	418.00	1,254.00
Level, Tripod and Rod-Engineering	5.00	15.00	45.00
Light Plant, 7.5 KVA, Diesel, Portable	25.00	76.00	229.00
Mats, Dragline (Per Calendar Day) Size 6" x 4' x 16' thru 12" x 5' x 30'	5.00		
Mortar Mixer, Jaeger, Gas	11.00	32.00	90.00
Sand Blast Pot - 251 to 300#	11.00	32.00	90.00
Sand Blast Pot - 301 to 500#	12.00	35.00	100.00
* 3/4" x 50' Air Hose Coupled	2.00	5.00	13.00
* 1" x 50' Air Hose Coupled	4.00	10.00	24.00
* 3/4" x 50' Sand Blast Hose	3.00	7.00	24.00
* 1" x 50' Sand Blast Hose	4.00	11.00	30.00
* 3/4" x 10' Whipline Hose	2.00	6.00	13.00
* Hood, Canvas	2.00	5.00	12.00
* Nozzle, Short	4.00	9.00	27.00
* Valve, Control	8.00	23.00	59.00
Saw, Abrasive, 16" Electric	9.00	28.00	83.00
Saw, Clipper, Masonry, 14"	9.00	26.00	73.00
Saw, Power Hacksaw, w/Clamps and Blade Guide, Model MOT 6-13	6.00	18.00	55.00
Saw, Metal Cutting Band Saw, Wells Model 1000, 110 Volt	12.00	36.00	99.00
Saw, Radial Arm, 5 HP, Electric	11.00	34.00	101.00
Spade, 30# Pneumatic Clay Spade (Digger w/spade)	7.00	20.00	58.00
Tamper, Gas Engine Driven Wacker Model GRV-100 or Racine Model 101 - 112#	28.00	83.00	220.00
Tamper, Pneumatic, Single Unit Over 35#	6.00	18.00	50.00
Transit and Tripod - Engineering	5.00	15.00	45.00
Threader, Pipe 1/8" to 2"	9.00	28.00	84.00
Troweling Machine, Floor, 36"	11.00	34.00	94.00
Troweling Machine, Floor, 40 to 50"	18.00	53.00	144.00
Vibrator, Air, 1 7/8" to 3"	11.00	35.00	97.00
Vibrator, Gas, 7 Horsepower	14.00	36.00	100.00

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FUELED AND MAINTAINED, BUT NOT OPERATED EQUIPMENT RENTAL RATES

DESCRIPTION	RATES - $ DAILY	WEEKLY	MONTHLY
Wrench, Impact, 3/4" Drive	$ 10.00	$ 29.00	$ 83.00
Wrench, Impact, 1" to 1 1/4" Drive	11.00	33.00	100.00
Wrench, Torque Controlled	13.05	41.20	115.20
Temperature Recorder, Minneapolis Honeywell, with Single Pin, Model 153X-64P8-X-41	11.00	35.00	100.00
Trailer, Portable Instrument Shop for instrument repairs, Atlantic Office Trailer Model AD-30, 8' x 30'			360.00
"Bil-Jax" Swinging Stage Scaffold, complete w/winches, bails, hooks		20.00	60.00

*Note: Rate applies even though unit cost is less than $300.00. Cable and hose are accessories and as such are part of systems having costs in excess of $300.00.

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NICHOLS CONSTRUCTION CORPORATION

Description of Heavy Construction Equipment Available for Rental

DESCRIPTION	CAPACITY	MAXIMUM BOOM/JIB	TYPE ENGIN
CRAWLER "LIFT" CRANES			
Manitowoc, Model 3000	40-ton	140' boom 25' jib	Diesel
Manitowoc, Model 3500	50-ton	140' boom 20' jib	Diesel
Manitowoc, Model 3900	60-ton	140' boom 25' jib	Diesel
Manitowoc, Model 3900B	100-ton	210' boom 49' jib	Diesel
(Above cranes equipped with Torque Converter and Independent Boom Hoist)			
MOTOR CRANES/CABLE CONTROLLED			
Link Belt, Model HC-98	30-ton	100' boom 30' jib	Gas
Lima, Model 54-T	35-ton	100' boom 20' jib	Gas
Link Belt, Model HC-98A	35-ton	100' boom 30' jib	Gas
Bucyrus-Erie, Model 30B	35-ton	120' boom 30' jib	Gas
Lima, Model 500-T Equipped with Hydraulic Outriggers, Torque Converter, Reverse Friction on Load Line	50-ton	180' boom 40' jib	Diesel
Lima, Model 550-T Equipped with Hydraulic Outriggers, Torque Converter, Reverse Friction on Load Line	55-ton	150' boom 20' jib	Diesel
Lima, Model 600-T Equipped with Hydraulic Outriggers, Reverse Friction on Load Line	60-ton	180' boom 40' jib	Gas
P & H, Model 9125-TC Equipped with Hydraulic Outriggers, Torque Converter, Reverse Frictions on Both Drums	140-ton	270' boom 60' jib	Diesel
(Above cranes equipped with Independent Boom Hoist)			
MOTOR CRANES/HYDRAULIC CONTROLLED		**Telescoping/Swinging Boom**	
Sargent, Model HT-8440 Equipped with Hydraulic Outriggers	40-ton	100' boom 20' jib	Diesel
Sargent, Model HT-8445 Equipped with Hydraulic Outriggers	45-ton	100' boom 25' jib	Diesel
SELF-PROPELLED HYDRAULIC "LIFT" CRANES			
Austin Western, Model 210 Low Shipper	5-ton	35' boom	Gas

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Description of Heavy Construction Equipment Available for Rental

DESCRIPTION	CAPACITY	MAXIMUM BOOM/JIB	TYPE ENG.
SELF-PROPELLED HYDRAULIC "LIFT" CRANES (continued from previous page)			
Austin Western, Model 210 High Shipper	7-1/2-ton	35' boom	Gas
Grove, Model RT-38A	7-1/2-ton	40' boom 14' jib	Gas and Diesel
Grove, Model RT-48	8-ton	30' boom 14' jib	Gas
Pettibone-Mullikan, Model 25	12-1/2-ton	48' boom	Gas
Grove, Model RT-58	14-ton	58' boom 20' jib	Gas
Pettibone-Mullikan, Model 30	15-ton	70' boom	Gas
(Above cranes equipped with 4-Wheel Drive, 4 - Outriggers)			
DRAGLINE AND CLAM CRANES WITHOUT BUCKETS			
Schield Bantam, Model C-35, 3/8 cubic yard machine	5-ton	35' boom	Diesel
Bucyrus-Erie, Model 22B, Series-3 3/4 cubic yard machine	13-1/2-ton	60' boom	Diesel
Lima, Model 44 1 cubic yard machine	25-ton	60' boom	Diesel
Bucyrus-Erie, Model 38B 1-1/2 cubic yard machine	35-ton	85' boom 30' jib	Diesel
Northwest, Model-6 1-1/2 cubic yard machine	35-ton	130' boom	Diesel
(Above cranes equipped with Independent Boom Hoist)			

CRAWLER BACKHOE MACHINES	BUCKET CAPACITY	
Schield Bantam, Model C-35	3/8 cubic yard	Diesel
Bucyrus-Erie, Model 22B, Series 3	3/4 cubic yard	Diesel
Lima, Model 44	1 cubic yard	Diesel

CRAWLER TRACTORS WITH DOZER BLADES	
John Deere Model JD-350, Direct Drive, Manuel Shift, Drawbar Horsepower 30, Net Engine Horsepower 42	Diesel
Caterpillar Model D-4, Series 7U, Hydraulic Controlled with straight blade, Drawbar Horsepower 50	Diesel

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DESCRIPTION	TYPE ENGIN
Caterpillar Model D-6, Series 9U, Direct Drive, with Angle Blade and Winch, Drawbar Horsepower 75	Diesel
Allis-Chalmers Model HD-11E, Direct Drive, with Angle Blade, Drawbar Horsepower 95, Net Engine Horsepower 122.5	Diesel
Caterpillar Model D-7, Series 17A, Direct Drive, with Straight Blade, Drawbar Horsepower 102	Diesel
Caterpillar Model D-6C, Series 76A, Torque Converter Drive, Power Shift, 120 Drawbar Horsepower, with Angle Blade	Diesel
Caterpillar Model D-8H, Series 46A, Torque Converter Drive, Power Shift, 270 Drawbar Horsepower, with Angle Blade	Diesel

CRAWLER TRACTOR WITH SIDEBOOM ATTACHMENT

Caterpillar Model D-7, Series 3T, Direct Drive, Drawbar Horsepower 90	Diesel

CRAWLER TRACTOR WITH FRONT END LOADERS

DESCRIPTION	BUCKET CAPACITY	TYPE ENGINE
Allis Chalmers Model HD-6G, Direct Drive, Manuel Shift	1-1/2 cubic yard	Diesel
Allis Chalmers Model HD-7G, Torque Converter Drive, Power Shift	1-3/4 cubic yard	Diesel
Caterpillar Model 955-H, Torque Converter Drive, Power Shift	1-3/4 cubic yard	Diesel

FOUR-WHEEL, RUBBER TIRED TRACTOR W/FRONT END LOADER & BACKHOE ATTACHMENT

Case Model 580CK, Direct Drive, Manual Shift, Engine Horsepower Rated 52	Diesel
Ford Model 4500, Direct Drive, Manual Shift, Engine Horsepower Rated 52.9, Drawbar Horsepower 42	Diesel

GRADALL MACHINES (MULTI-PURPOSE HYDRAULIC EXCAVATOR)

Warner & Swasey Rubber Tired Gradall Model M-2460, Diesel Engine Powered on Upperstructure, Gasoline Powered on Carrier.	Diesel

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Description of Heavy Construction Equipment Available for Rental

GRADALL MACHINES (MULTI-PURPOSE HYDRAULIC EXCAVATOR)

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DESCRIPTION	TYPE ENGINE
Warner & Swasey Crawler Gradall Model G-600, Double Hydraulic Motor, 23 Horsepower, Powers each track through enclosed gear box reducer, gear and chain final drive	Diesel

(Both of the above machines rated 5/8 cubic yard capacity. Equipped with either 36" Trenching (Digging) or 60" Ditching (Smooth) Bucket.)

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