



# ONLINE AUCTION

**COURT ORDERED ONLINE AUCTION OF  
SELF PROPELLED WORK BARGES, SPUD BARGES, TUG BOATS,  
CRAWLER CRANES, JET SLED, CRANE ATTACHMENTS, MORE!**

**BIDS START CLOSING ON  
WEDNESDAY, OCTOBER 28  
AT 10:00 A.M.**



M/V POKO SELF-PROPELLED WORK BARGE

>  
NORTHWEST  
CRANE AND  
KS 393  
SPUD  
BARGE



M/V BAR 325 TUG AND M/V JIM GALLOWAY  
SELF-PROPELLED WORK BARGE

By Order of the U.S. Bankruptcy Court, Eastern District of LA

## **KIVA CONSTRUCTION & ENGINEERING, INC.**

**101 W. Bay Shore Road, ANAHUAC, TEXAS 77514**

In the Oak Island Area South of Anahuac—Directions on Back Page

**ONLINE BIDDING: YOU MUST REGISTER IN ADVANCE FOR ONLINE  
BIDDING AT THIS AUCTION. GO TO [www.pmi-auction.com](http://www.pmi-auction.com) and click on  
[BidSpotter.com](http://BidSpotter.com) on our calendar page for this auction sale.**

**INSPECTION:** Monday & Tuesday, October 26 & 27,  
9:00 A.M. to 4:00 P.M., Other Times By Appointment

**AN 18% BUYER'S PREMIUM WILL APPLY**



M/V MISS KATE TUG BOAT



<  
AMERICAN  
CRAWLER  
CRANE,  
CLAM  
SHELL  
BUCKETS  
AND MORE

Read Terms and Conditions on Back Page of Brochure

Sale Conducted By:

## **PLANT & MACHINERY INC.**

AUCTIONEERS • APPRAISERS • LIQUIDATORS • REAL ESTATE

Ron Moore, Texas Lic. #7314

HOUSTON • DALLAS • ST. LOUIS

Headquarters:

1304 Langham Creek Drive, Suite 454  
Houston, Texas 77084

PHONE: (713) 691-4401

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WEBSITE: [www.pmi-auction.com](http://www.pmi-auction.com)



M/V BAR 325 TUG AND M/V JIM GALLOWAY SELF-PROPELLED WORK BARGE

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ON WEDNESDAY,  
OCTOBER 28  
AT 10:00 A.M.**

**SELF-PROPELLED  
WORK BARGES**  
**M/V POKO**, built 2000, 33.3'W. x 78'L.,  
 5' depth, steel hull, vessel 133 gross  
 tonnage, 34 net tonnage, built by Kiva  
 Construction & Engineering, ID 11773,  
 call sign WDA5747.  
**M/V JIM GALLOWAY**, built 1973, 30'W.  
 x 87'L., 5'8" depth, steel hull, 165 gross  
 tonnage, 125 net tonnage, built by  
 Brown & Root, hull #870, vessel ID  
 121663.



<  
M/V POKO  
SELF-PROPELLED  
WORK BARGE

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JIM GALLOWAY SELF-PROPELLED WORK BARGE

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 Eastern District of Louisiana  
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M/V MISS KATE TUG BOAT



M/V MISS KATE TUG BOAT



HMS 60 SPUD BARGE

**FOR INFO CALL  
1-800-AUCTION**

**BARGES**

**BARGE HMS 60 SPUD BARGE**, built 1972, 172'L., 34' breadth, two spuds.

**KS 393 SPUD BARGE**, 102'L., x 39' breadth, two spuds, machine shop building on one end with (2) Ridgid pipe threaders and misc. tools inside.

**TOWING VESSELS**

**M/V MISS KATE**, built 1967, 41.3'L., 19.9' breadth, 5' depth, steel hull, 41 gross tonnage, 28 net tonnage, built by Sabine Neches Shipbuilding, vessel ID 95173, call sign WY2541.

**M/V BAR 325**, built 1972, 44.1'L., 18' breadth, 5.5' depth, steel hull, 39 gross tonnage, 27 net tonnage, built by Brown & Root, vessel ID 116593, call sign WYZ8135.



NORTHWEST CRANE AND KS 393 SPUD BARGE



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PIPE ROLLERS AND STINGER



ANCHOR



AMERICAN CRAWLER CRANE, CLAM SHELL BUCKETS AND MORE



SEVERAL FABRICATED STRUCTURES



PIPE BEVELLERS AND CUTTING TORCHES



LINK-BELT MDL. 418A CRAWLER CRANE



JET SLED



20' CONEX BOX

## CRAWLER CRANES

**LINK-BELT MDL. LS-418A**, 100 T. cap., 80' boom, Detroit diesel engine, 42" track width, S/N 4E8-267.

**AMERICAN MDL. 5299C**, 50 T. cap., 80' boom, Detroit diesel engine, 32" track width, S/N 618673-SC7

**NORTHWEST MDL. 9570-WT**, 60 T. cap., 100' boom, diesel engine, cushion-air control, 38" track width. S/N 43971.

## MISCELLANEOUS CONSTRUCTION EQUIPMENT & ACCESSORIES

JET SLED; UNUSED AND USED PILINGS; SPUDS; ASSORTED CLAMSHELL BUCKETS; 20' CONEX BOX; CONCRETE MATS; FUEL TANKS; PIPE STORAGE RACKS; MORE.

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## ONLINE REGISTRATION

**BidSpotter.com**

TO PARTICIPATE YOU MUST:

1. Register at [www.BidSpotter.com](http://www.BidSpotter.com). Use the link to BidSpotter on PMI's website calendar. **DO IT NOW.**
  2. Either send wire transfer, or, overnight delivery service a cashier's check deposit in the amount of \$3,000 (U.S. Bidders) or \$10,000 (Foreign Bidders) to: Plant & Machinery Inc. 1304 Langham Creek Drive, Suite 454 Houston, TX 77084 Wire transfer instructions can be found at [pmi-auction.com](http://pmi-auction.com)
- You must be registered and have your deposit in the hands of Plant & Machinery, Inc. at least 24 hours prior to the start of the auction. Failure to register and/or failure to send your deposit to Plant & Machinery, Inc. may disqualify you from bidding. **DON'T WAIT.** If you need assistance, don't hesitate to call (713) 691-4401.
- ALL WEBCAST BIDS ARE SUBJECT TO AN 18% BUYER'S PREMIUM.**



**MILLER TRAILBLAZER 302**



**NEW AND USED PILINGS**



**MUD GAS SEPARATOR**

### MISCELLANEOUS EQUIPMENT

**MILLER TRAILBLAZER MDL. 302 PORTABLE DIESEL WELDER GENERATOR, S/N MB0201418; PORTABLE PIPE BEVELLERS; CUTTING TORCHES; WELDING TABLES; MORE.**

**MUD GAS SEPARATOR, "gas buster".**

**OFFICE TRAILER, with furniture, window A/C units.**

**CHEVROLET PASSENGER VAN.**

### SCRAP MATERIAL

**LARGE QUANTITY OF SCRAP MAY BE AVAILABLE – SEE CATALOG AS SALE DATE APPROACHES.**

### MARINE ACCESSORIES

**ANCHOR; BARGE LOADING RAMP; MORE.**



**OFFICE TRAILER**



**OFFICE TRAILER**



**CHEVY VAN**

### DIRECTIONS

**FROM HOUSTON, TEXAS:** Proceed east on I-10 towards Beaumont. After you cross over the Trinity River bridge, proceed ahead to Exit 810 for Anahuac/FM 563. Turn right (south) onto FM563 and proceed 14.5 miles to the Oak Island area. The road will dead end at the "T" at Bay Shore Road. Turn left onto Bay Shore Road and proceed 2/10 mile to a 3-way stop. Turn right and go 1/10 mile to the fork in the road. You will see a sign for Job Beason Park and Boat Ramp. Follow that road to the left, and at the end on the right is the Kiva yard. Watch for auction signs.

### TERMS & CONDITIONS OF ON-LINE AUCTION SALE

An 18% Buyer's Premium Will Apply.

A 100% refundable \$3,000 (US bidders) or \$10,000 (foreign bidders) deposit is required for all webcast bidding **unless prior approval has been obtained from the auction company.**

**ALL BIDS ARE MADE AND RECEIVED UNDER THE TERMS HEREINAFTER SET FORTH TO WHICH TERMS BIDDERS AGREE BY MAKING THEIR BID AT THE SALE. THESE TERMS CANNOT BE ALTERED EXCEPT BY THE AUCTIONEER. NO EMPLOYEE HAS AUTHORITY TO MODIFY SAME. THE OWNER AND/OR AUCTIONEER RESERVE THE RIGHT TO ADD TO OR MODIFY THE TERMS OF THE SALES.**

All payments must be made by Cash, Cashier's Check, Wire Transfer or Company Check with Bank Letter of Guarantee to Plant & Machinery, Inc. (PMI). Here is an example of what your letter should be: [Mr. "Customer Name" representing "Company Name" is a customer of this bank. This bank will guarantee unqualified payment to Plant & Machinery, Inc. on the account listed herein up to the amount of \$ \_\_\_\_\_. This letter is good until (insert expiration date 30 days from sale date).]

All bidders are required to give full name, company name, address, phone, fax, email address, and bank information when registering. All bidders must register before bidding.

All bids must be paid in full within two business days after the bids have closed. The Auctioneer shall determine the bidding increments. Some items may be auctioned with reserve.

All purchases must be removed within two weeks after the bids have closed or within the time frame posted on the sale web page. No lot can, on any account, be removed prior to PMI having been paid in full. Removal shall be at the expense, risk and liability of the Purchaser. Purchases will be delivered only on presentation of paid bill. Auctioneer shall not be responsible for goods not removed within the aforesaid time.

Riggers, movers, electricians or buyer performing work at the Auction Sites must provide Auctioneer with evidence of insurance. The insurance coverage must be at a level acceptable to Auctioneer and to the Seller.

All checks for deposits and balances due shall be payable to the order of PLANT & MACHINERY, INC. unless instructed otherwise. All bills must be paid to the Houston headquarters offices of the Auctioneer at 1304 Langham Creek Drive, Suite 454, Houston, TX, 77084 or by wire transfer directly to the bank specified in the wire transfer instructions provided for this on-line auction. The full purchase price on all lots sold to the same buyer must be paid within the time fixed and before removal of any of the goods.

**THE AUCTIONEER SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, GENUINENESS, AUTHENTICITY OF, OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO SALE SHALL BE SET ASIDE NOR ALLOWANCE MADE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING, OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION ALLOWED ON DAMAGED ARTICLES, ALL ARTICLES BEING EXPOSED FOR PUBLIC EXHIBITION, AND SOLD "AS IS" AND WITHOUT RECOURSE. ARTICLES ARE NOT WARRANTED AS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, AND NO CLAIM MAY BE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.**

Articles purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OSHA or otherwise. It is Purchaser's responsibility that articles purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation.

Purchaser agrees to indemnify and hold Auctioneer harmless from and against all claims and liabilities relating to the condition or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state and local laws applicable to such articles, including OSHA requirements, or for proximate or consequential damages, costs or legal expenses arising therefrom.

No claims will be allowed after removal of goods from premises.

Auctioneer shall not, in any event, be liable for non-delivery or any other matter or thing, to any Purchaser of any lot other than for the return to the Purchaser of the deposit or sum paid on said lot, should the Purchaser be entitled thereto.

In default of payment of bills in full within the time therein specified, the Auctioneer in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, will be charged to the defaulting Purchaser.

Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Auctioneer from liability therefor. Neither the Auctioneer nor his principal shall be liable by reason of defect in or condition of the premises on which the sale is held.

The Auctioneer reserves the right to withdraw from sale any of the property listed or to sell at this sale property not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of a Seller will be served, the Auctioneer reserves the right to sell all the property listed, in bulk.

Where items are sold by estimated weight, count or measure, the Purchaser will be billed for and required to pay for the estimated weight, count or measure. If, upon delivery, any shortage exists, the Purchaser will receive a refund at the rate of purchase. If there be an excess, the Purchaser will be required to pay for such excess, at the rate of purchase.

The Auctioneer reserves the right to reject any and all bids, alter the order of sale, and accept bids made on behalf of the Seller.

The record of sale kept by the Auctioneer will be taken as final in the event of any dispute.

The Auctioneer is acting as agent only and is not responsible for the acts of its principals. Purchaser acknowledges, as an inducement to Seller to commit Purchaser to bid, that Purchaser has independently inspected the goods bid upon by the Purchaser, and acknowledges to the Seller that Purchaser is acquiring all goods "AS IS, WITH ALL FAULTS" and "WITH REMOVAL AT PURCHASERS' RISK AND EXPENSE" and agrees to protect, indemnify and hold harmless the Seller from any and all claims, demands, causes of actions, liabilities and judgments relating to the conditions or use of the goods.

Seller, if not the same as the Auctioneer, shall have the rights, protections and benefits afforded to the Auctioneer as set forth herein.

Although all information has been obtained from sources deemed reliable, the auctioneer and seller make no warranty or guarantee, expressed or implied, as to the accuracy of the information herein contained, or contained in our catalog. It is for this reason that buyers should avail themselves of the opportunity to make inspection prior to the auction. Although it is not likely, auction sales are subject to cancellation or postponement. Kindly contact auctioneer prior to attendance.

**ANY ADDITIONAL PROVISIONS OR AMENDMENTS TO THE ABOVE LISTED TERMS WILL BE POSTED TO THE ON-LINE SALE WEB PAGE BY THE AUCTIONEER PRIOR TO THE START OF BIDDING.**