

ITEL
CORPORATION
TRANSPORTATION SERVICES GROUP

June 19, 1979

Honorable H.G. Homme
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 10606 Filed 1425

JUL 9 1979 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

9-190A012
JUL 9 1979
50.00

Dear Sir:

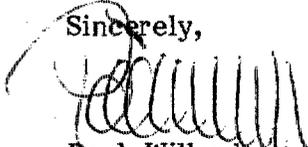
Enclosed for filing with and recording by the Interstate Commerce Commission is the original of a Construction Contract dated as of May 31, 1979 between Itel Corporation, Equipment Management Division, Two Embarcadero Center, San Francisco, California, 94111 and Kossis-Magrish Company, P.O. Box 13192, Pittsburgh, Pennsylvania 15243, covering the following railroad equipment:

20, 50'6" used boxcars presently bearing the identifying numbers RBNX 90342, 90211, 90341, 90251, 90210, 90345, 90379, 90228, 90302, 90319, 90334, 90325, 90223, 90241, 90268, 90335, 90213, 90340, 90245, 90284.

Also enclosed is our check in the amount of \$50., payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please stamp and return to me the enclosed counterpart of this letter in the pre-addressed envelope attached hereto.

Sincerely,


Paul Willard
Counsel

PMW:jmz

encls.

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RECORDATION NO. Filed 1425

JUL 9 1979 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT made as of this 31ST day of MAY 1979, by and between ITEL CORPORATION, a Delaware corporation acting by and through its Equipment Management Division (hereinafter referred to as "Contractor") and the person(s) named on the execution page of this Agreement ("Owner").

W I T N E S S E T H :

WHEREAS, the Owner has acquired title to certain used 50'6" 70 ton RBL boxcars (hereinafter called "Hulks"), more specifically identified in Schedule "A" annexed; and

WHEREAS, Owner desires to engage Contractor to perform work, labor and services in accordance with standard industry practice and to furnish materials and parts to Owner according to the specifications ("Specifications") annexed as Schedule "B", drawings ("Drawings") which are hereby incorporated by reference, and "Bills of Material (annexed as Schedule "C") so as to convert said Hulks into rebuilt XL boxcars ("Railroad Cars"); and

WHEREAS, Contractor has represented to Owner that it is ready, willing and able to rebuild the Hulks into Railroad Cars pursuant to standard industry practice and to the Specifications, Drawings and Bills of Material;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Definitions.

(a) "Railroad Car(s)". A 50'6" 70 ton XL type railroad boxcar to be rebuilt by Contractor from Owner's Hulks, which rebuilding will be performed pursuant to the terms of the Specifications, Drawings and Bills of Material.

(b) "Hulks". Owner's Hulks are the used 70 ton RBL boxcars which are described at Schedule "A" annexed, which will be used by Contractor and rebuilt into the Railroad Cars.

SECTION 2, Agreement to Rebuild.

(a) Rebuilding of Railroad Cars after Delivery of the Hulks. Owner shall deliver all of the Hulks to Contractor to the facilities of Contractor's subcontractor, Southeastern Specialties Corporation ("Southeastern") in Jacksonville, Florida. Contractor shall perform all the work, labor and services and supply all materials to rebuild the Hulks into Railroad Cars in accordance with the Specifications, Drawings and Bills of Material in accordance with standard industry practice. Contractor shall commence production of the Railroad Cars on the date set forth on Schedule "A". Railroad Cars rebuilt pursuant to this Agreement will incorporate all of the features of the Specifications and Drawings annexed except for significant changes that will be mutually agreed upon in writing between Contractor and Owner. It is the intention of the parties that the Specifications, Drawings and Bills of Material shall include all labor, materials and equipment necessary for the rebuilding of XL Railroad Cars by Contractor. Any discrepancy between the Specifications and Drawings shall be resolved in favor of the Specifications.

(b) Engagement of Subcontractor; Supply of Parts and Materials. Contractor will engage the services of Southeastern as

services in connection with rebuilding the Hulks into Railroad Cars pursuant to the Specifications. Contractor will purchase and supply all parts and materials necessary for rebuilding the Hulks. All work shall be performed by Contractor or its subcontractors at Southeastern's plant facilities in Jacksonville, Florida, or at qualified sub-subcontractor facilities. Contractor shall be obligated to pay for all subcontractors, including Southeastern, and sub-subcontractors who perform services or supply materials or parts in rebuilding the Hulks.

(c) Base Price. For all work, labor and services to be rendered and parts and materials supplied in rebuilding the Railroad Cars, Owner will pay to Contractor the fee set forth in Schedule "A". This amount shall be called the "Base Price" in this Agreement and shall be subject to escalation (as provided in (d) below), in an amount not to exceed the aggregate of \$400 per Railroad Car above the Base Price.

(d) Escalation. The escalation per Railroad Car (not to exceed \$400 per Car) shall be determined in accordance with the formula described on Schedule "D".

(e) Sales Tax. Owner shall be obligated to pay for all sales or use taxes in connection with rebuilding the Railroad Cars. However, in lieu of payment of sales or use taxes, Owner shall have the right to rely upon any sales or use tax exemption that is available in the State of Florida and will execute and deliver to ITEL sales tax exemption certificates or such other documents as may be required to exempt the Railroad Cars from any sales or use taxes.

(f) Owner's Involvement in Construction. Owner, only through its agent who is identified in Schedule "A" (hereinafter

called "Agent"), shall be directly involved in the rebuilding of the Railroad Cars. Accordingly, only Agent on behalf of Owner shall be permitted to (but not required to) do the following during rebuilding of the Railroad Cars:

(i) make changes in the Specifications or Drawings as requested by any shipper who will utilize the Railroad Cars: provided, however, that Owner shall be required to pay to Contractor all additional costs incurred in connection with such modifications, including direct expense, indirect expense and profit, and any such modification which shall effect the delivery schedule of the rebuilt Railroad Cars shall cause the delivery schedule and final delivery date of December 15, 1979 to be extended accordingly;

(ii) assist with the selection of all specialty hardware to be used in the Railroad Cars, if requested by Contractor;

(iii) make paint specifications and other items as permitted in Specifications;

(iv) examine parts as they are being delivered to Contractor or Southeastern;

(v) consult from time to time with construction personnel regarding the Specifications and Drawings and review construction of the Railroad Cars as they are being rebuilt; and

(vi) obtain and review with construction personnel all progress reports regarding the Railroad Cars, and if requested by Contractor, make suggestions to speed up production.

(g) Inspection. During the rebuilding process, Owner's inspector named on Schedule "A" (the "Inspector") shall have access to the facility of Contractor or Southeastern when accompanied by a representative of Contractor, for the purpose of examining materials and the assembly thereof into the Railroad Cars. At any time during the rebuilding of the Railroad Cars and prior to delivery, the Inspector can reject a Railroad Car (in whatever stage of completion) as not conforming to the Specifications and standard industry practice by notifying Contractor. In that case, Contractor will correct the Railroad Car to conform to the Specifications or request an inspection by an independent third party selected as provided for in Section 4(g).

(h) Mechanism for Inspection and Acceptance. At least ten business days prior to delivery of the Railroad Cars, Contractor shall notify Agent by letter, telex or telegram of the exact delivery date or dates that the Railroad Cars are to be delivered (but in no event less than five Railroad Cars at a time). If Owner's Inspector executes the acceptance certificate in duplicate ("Acceptance Certificate") a copy of which is annexed as Schedule "E", indicating his inspection approval thereof, a copy of such Acceptance Certificate shall be presented by Contractor to Agent together with other documentation

(including but not limited to an invoice covering all materials and labor charges) in order to effectuate payment of the Base Price (as the same may be escalated).

(i) Delivery. Delivery shall be completed upon the delivery of the Railroad Cars by Contractor to a common carrier in accordance with any shipping requirements specified in Schedule "A". Contractor will deliver the Railroad Cars on or before the date or dates indicated on Schedule "A" except if delivery is delayed because of a force majeure as provided in Section 17. Delivery of Railroad Cars will be made free of all liens, claims encumbrances of any kind after payment in full therefor as provided herein. Time is of the essence and all of the Railroad Cars must be delivered to Owner by December 15, 1979.

Owner shall not be obligated to accept any Railroad Cars after December 15, 1979 notwithstanding any force majeure, for any reason, except at Owner's sole discretion, and Contractor shall not commence production on any Railroad Car that cannot be completed by that date without Agent's prior written approval. In the event that Contractor does not deliver all of the Railroad Cars by December 15, 1979 (notwithstanding any force majeure) for any reason and Owner elects not to extend the time of delivery, Owner, as its sole remedy for Contractor's failure to deliver as provided herein, shall have the right to require Contractor to pay to Owner the cost to Owner of each Hulk for each such Railroad Car not delivered, and Contractor shall be obligated to purchase each such Hulk and pay to Owner the price actually paid by Owner for such Hulk as indicated in Schedule "A". Owner shall thereupon execute and deliver to Contractor a bill of sale for each such Hulk. Notwithstanding the above, in the event delivery is delayed due to rejections of Railroad Cars by the Inspector, which rejections are subsequently determined by a majority of the

inspectors to be unwarranted, Contractor shall have the right to make deliveries beyond December 15, 1979.

(j) Mechanical Data. All detailed design drawings, drawing lists, specialty drawings, bills of material, lists of light weights and scale tickets, AAR certificates of construction and wheel and axle mounting pressure records shall be delivered by Contractor to Agent at the completion of construction.

(k) Storage. There shall be no charge by Contractor for storage of the Railroad Cars. Owner shall be required to take delivery of the Railroad Cars one business day after Closing Date, and if Owner does not take delivery, Owner shall pay any storage, transit and switching charges thereafter.

Section 3. Payment and Security Therefor.

(a) Payment. Contractor shall give to Agent and any financial institution designated in Schedule "A", five business days' advance written notice of a closing date (herein called the "Closing Date") together with an invoice for services and materials, and an Acceptance Certificate. On the Closing Date, Contractor shall deliver to Agent a Completion Certificate by Contractor (in the form annexed at Schedule "F"), a release of ITEL's security interest in the Hulks and Railroad Cars, legal opinion of Contractor's counsel as to title and no liens on the Railroad Cars as provided in Section 4(a)(vii) in such form acceptable to counsel to Agent, and such other documents as may be reasonably requested by Agent, and Contractor shall receive from Owner the Base Price as adjusted for escalation, payable at a New York City bank in federal funds. The term "business days" as used in this Agreement means calendar days excluding Saturdays, Sundays and legal holidays.

(b) Security Interest.

(i) As security for the payment of the Base Price (as

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(the same may be adjusted) Owner hereby grants to Contractor a security interest in the Hulks delivered to Contractor hereunder for rebuilding in the Railroad Cars into which they are to be rebuilt, and Contractor shall continue to have such security interest during the entire period that the Hulks are being rebuilt and thereafter in the Railroad Cars until the Owner has made all of the payments due Contractor under this Agreement. Any and all additions to the Hulks and the Railroad Cars, and all parts installed on and additions and replacements made to any Hulk or Railroad Car prior to its delivery and acceptance hereunder, shall constitute accessions thereto. In the event of any default by Owner hereunder, Owner does for itself and its successors and assigns, covenant and agree to and with Contractor that from time to time, upon the request of Contractor, it will execute, acknowledge and deliver all such instruments of transfer and assignment and do and perform all such other acts and things as Contractor may reasonably require to confirm and perfect its security interest granted hereby and to enforce Contractor's lien. Owner covenants, warrants and represents to the Contractor that it is the present owner of the Hulks and it has not heretofore sold, assigned, pledged or hypothecated same or granted a security interest therein, and said Hulks are free and clear of all liens, claims or encumbrances, other than the lien of Contractor hereunder.

(ii) Upon the failure of the Owner to make payment of the Base Price, as adjusted, the Contractor shall have all the rights, remedies and privileges as are accorded to a secured party by the applicable sections of the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania.

(iii) Upon any default, the Contractor's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, advertising and selling the Hulks and Railroad Cars shall be chargeable to the Owner in addition to the Base Price as adjusted for escalation. However, the Owner shall not be personally liable for any deficiency resulting from the sale of the Hulks and Railroad Cars, it being understood that Contractor's sole right shall be to enforce and satisfy Owner's obligations hereunder from the Hulks and Railroad Cars. To the extent Contractor receives from such sale any amount in excess of the Base Price, as adjusted, plus such costs and expenses, Contractor shall be entitled to keep such excess as liquidated damages.

(iv) Contractor will give Owner reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed certified mail, return receipt requested, postage prepaid, to the address of the Owner shown below, with a copy to Agent at least five (5) days before the time of sale or disposition.

(v) Contractor is hereby authorized to file one or more Financing Statements on Owner's behalf and to file and record this Agreement with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303. Owner will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments

required by law or reasonably requested by the Contractor for the purpose of proper protection to the satisfaction of counsel for the Contractor, of its security interest to the Hulks and Railroad Cars and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Owner will promptly furnish to the Contractor certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Contractor.

(vi) Upon payment and full satisfaction of the Owner's obligations under this Agreement according to the terms thereof, Contractor shall deliver a release hereof or a termination of the security interest granted herein, and Contractor shall further execute and deliver to Owner any such further documents as may be reasonably requested to terminate the security interest of Contractor hereunder.

SECTION 4. Representations, Warranties and Indemnities.

(a) Contractor's Representations. Contractor represents and warrants:

(i) that it is a corporation duly organized and existing under the laws of the State of Delaware;

(ii) that it has all necessary corporate power and authority to enter into this Agreement and the Exhibits and Schedules required or contemplated hereby (if any);

(iii) that nothing in its corporate charter or other organizational documents or in any agreement, covenant or instrument to which it is a party or by which it is bound, prohibits, limits or otherwise re-

quires the approval of any other party in connection with the performance of its obligations under this Agreement;

(iv) that it will rebuild the Railroad Cars in a good and workmanlike manner, and in accordance with standard industry practice;

(v) that no law, regulation or other governmental requirement prohibits, limits or requires a license or permit for its performance hereunder;

(vi) that the individuals whose signatures are affixed to this Agreement are duly authorized to execute and deliver this Agreement;

(vii) that after rebuilding and upon delivery of the Railroad Cars to Owner and payment therefor, Owner shall have good and marketable title to the Railroad Cars subject to no liens, taxes, claims or encumbrances arising from the services performed or the materials furnished by Contractor or any subcontractor; and

(viii) that as of the date hereof and upon delivery of the Railroad Cars to Owner, Contractor has and shall have no actual knowledge of claims, litigation or causes of action (whether threatened or in existence) which would impair the rights of Owner under this Agreement.

(b) Additional Contractor Representations. Contractor represents and warrants to Owner, and shall at each payment closing provide to Owner, its successors and assigns, an opinion of its counsel addressed to Owner as to title and no liens on the Railroad Cars as provided in Section 4(a)(vii) in such form acceptable to counsel to Agent.

(c) Owner's Representations. Owner represents and warrants:

(i) that he (she or it) has all necessary power and authority to enter into this Agreement and the Exhibits and Schedules required or contemplated hereby (if any);

(ii) that no agreement, covenant or instrument to which he (she or it) is a party or by which he (she or it) is bound, prohibits, limits or otherwise requires the approval of any other party in connection with the performance of his (hers or its) obligation under this Agreement;

(iii) that no law, regulation or other governmental requirements prohibits, limits or requires a license or permit for his (her or its) performance hereunder; and

(iv) that the individual(s) whose signature is affixed to this Agreement is duly authorized to execute and deliver this Agreement on his (her or its) behalf.

(d) Warranty. Contractor warrants that the Railroad Cars when delivered hereunder:

(i) shall conform to the Drawings and Specifications without material deviation (except as may be agreed to in writing by Agent);

(ii) that the Railroad Cars shall conform in all material respect to the workmanship and quality of a Sample Railroad Car to be constructed by Contractor and which will be exhibited to Owner's Inspector, and such workmanship and labor will be in accordance with standard industry practice;

(iii) that the Railroad Cars will conform to AAR Interchange and Safety Appliance and Power Brake requirements of the Department of Transportation;

(iv) that the Railroad Cars will be constructed from new and/or reconditioned components and that the Railroad Cars have never been placed in revenue-producing service as a rebuilt railroad car;

(v) that the Railroad Cars shall meet the present mechanical requirements of Rule 88 of the Association of American Railroads Code of Interchange Rules, or in the event of any inconsistency with Rule 88 which Contractor discovers in the Specifications, it shall perform all services to make them comply with Rule 88 before delivery to Owner; and

(vi) that the Railroad Cars are warranted to Owner for a period of one year after the date the Railroad Cars are delivered to Owner, to be free from any defect in material or workmanship except

as to damage resulting from normal wear and tear, accident, alteration, misuse or abuse .

(e) Warranty Repairs. In the event Owner requires repairs to or replacement of any component of the Railroad Cars, Owner after giving notice to Contractor, shall make delivery of the defective Railroad Car (transportation charges prepaid) to a mutually agreeable repair shop or to Contractor's designated subcontractor's plant. Contractor shall be responsible for the warranty repairs including the repair facilities charges unless it disagrees with Owner's conclusion that Contractor is responsible, in which case an AAR representative shall be requested to resolve the issue of responsibility. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN THIS AGREEMENT AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF CONTRACTOR.

With respect to parts used in the Railroad Cars, but manufactured by manufacturers other than Contractor, any warranty provided to Contractor shall be passed on to Owner or any assignee of Owner to the extent allowed under such warranties, and Contractor agrees to provide reasonable assistance to Owner or any assignee of Owner in obtaining satisfaction thereunder.

(f) Patent Indemnification. Contractor hereby agrees to indemnify and save Owner harmless from any and all royalties payable, any and all liabilities, damages, claims, suits, judgments,

costs and expenses (including legal fees) that may arise from patent infringement incident to the use of any article, process, design, element of construction or any other invention used in the construction of the Railroad Cars or incorporated in the Railroad Cars when delivered to and accepted by Owner; provided that Owner gives to Contractor notice thereof within 30 days of any written claim or suit against Owner.

(g) Selection of Inspectors for Dispute Settlement. Any dispute between Contractor and Agent as to the compliance of the Railroad Cars with Specifications or the responsibility for the cost of repairs which requires the intervention of a third party may be commenced by either party by the selection of an individual "inspector" from recommendations furnished by the AAR of qualified individuals. The name, affiliations and qualifications of such individual shall be furnished to the other party which shall have four days to accept or reject such individual. Upon rejection, the rejecting party shall nominate an alternative "inspector". If the parties cannot agree on an acceptable "inspector" within eight days, each party shall name an "inspector" and the two "inspectors" so chosen shall name a third (or in lieu thereof the AAR shall name such third party) whereupon the dispute settlement shall commence. A decision of a majority of such "inspectors" shall be binding and final. If the Railroad Car is determined by the in-

spectors as meeting the Specifications, or if the cost of repairs are determined to be Owner's responsibility, the expenses of the intervention of the independent third party shall be borne by Owner, otherwise the expenses shall be for Contractor's account. Each party shall bear the expenses of its own inspector.

SECTION 5. Property Loss or Damage.

Owner shall assume all risks or loss of or damage to the Hulks and the materials, parts and labor entering into construction of the Railroad Cars; however, Contractor may self-insure for the benefit of Owner or at Contractor's option in lieu thereof provide as an agent for Owner, before commencement of any work, insurance designating Owner as beneficiary covering the Base Price and the cost of the Hulks to Owner, which insurance must cover any event of destruction of the Hulks and the Railroad Cars prior to delivery by Contractor to Owner or Agent. Upon destruction of a Railroad Car or Hulk, Owner shall collect the proceeds of any insurance policy obtained for the benefit of Owner. Owner shall pay to Contractor the value of the materials, parts and labor incurred to such date in rebuilding the Hulks. In the event of destruction of a Railroad Car prior to the Closing Date which is not covered or adequately covered by insurance placed by Contractor as agent for Owner, Contractor shall be required to pay to Owner the cost of the Hulk and Contractor shall be solely responsible for the materials, parts and labor incurred to the date of destruction without Owner being responsible to pay same, provided, however, Contractor shall have the right to substitute another Hulk acceptable to Owner (if

same can be rebuilt and delivered by the delivery date herein provided).

SECTION 6. Limitation of Liability.

Contractor's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, inspection, repair, operation or use of any of the Railroad Cars covered by or rebuilt under this Agreement shall in no case (except as provided in Section 4(f) entitled "Patent Indemnification" and then only to the extent set forth in that paragraph), exceed the Base Price, as the same may be adjusted, per Railroad Car which gives rise to the claim. In no event, whether as a result of breach of contract or warranty or alleged negligence, shall Contractor be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the Railroad Cars or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down-time costs or claims of customers of Owner for such damages.

SECTION 7. Owner's Escrow Account.

Owner represents and warrants that it has deposited in escrow with Babbitt, Meyers & Company, Inc., the sum indicated in Schedule A per Railroad Car, such amount being the difference between the Base Price as adjusted and the amount committed to be provided

to Owner by the financial institution set forth on Schedule "A" annexed hereto. Owner shall cause Babbitt, Meyers & Company, Inc. to confirm to Contractor receipt of such escrow amount.

SECTION 8. Lien or Encumbrances.

Neither Contractor nor any of its employees or agents shall have any right, power or authority to create, incur, or suffer or permit to be placed or imposed upon any of the Hulks or the Railroad Cars or any parts thereof covered by this Agreement, any lien, encumbrance or charge, other than the security interest given by Owner to Contractor in this Agreement.

Contractor shall, in due course, but in any event within fifteen (15) days after the same have become due and payable or enforceable against any of the Hulks or the Railroad Cars under this Agreement, pay and discharge or make provision for the payment, satisfaction or discharge of any and all claims or demands for which it is or may be lawfully responsible, and which, if unpaid, might become or operate as a lien, encumbrance or charge upon the said Hulks or Railroad Cars, or in the event the said Hulks or Railroad Cars are levied against or taken into custody by virtue of any legal proceeding in any court, Contractor shall within fifteen (15) days thereafter, cause the said Hulks and/or Railroad Cars to be released and the asserted claim or lien to be discharged as to the said Hulks and/or Railroad Cars. This section shall not be deemed breached by reasons of liens for taxes, assessments or governmental charges or levies, in each case not due or not determined, or inchoate materialmen's, mechanics', workmens, repairmens' or other like

liens arising in the ordinary course of business and, in each case, not delinquent.

SECTION 9. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors or assigns; provided that no assignment by any party hereto shall relieve such party from its obligations and liabilities hereunder, which shall remain the direct and primary obligations of the assignor, jointly and severally with the assignees as used herein.

SECTION 10. Waiver.

Failure to insist upon strict compliance of any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of such right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

SECTION 11. Severability.

The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the remaining portion of this Agreement. In the event that any part of this Agreement shall be invalid, this instrument shall be construed as if such invalid part had not been inserted, so long as the principal obligations of the parties hereto are not changed thereby. In the event that any part of this Agreement shall be held unenforceable or invalid, the remaining parts to this Agreement shall nevertheless continue to be valid and enforceable as though the in-

valid portions had not been a part thereof, unless the principal obligation of the parties hereto are changed thereby.

SECTION 12. Notices.

Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at the following specific address:

- (a) To Contractor: Itel Corporation
Equipment Management Division
Two Embarcadero Center
San Francisco, Cal. 94111
- (b) To Owner: At the address set forth below
with a copy to Agent at the address
specified on Schedule "A" to this
Agreement;

or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

SECTION 13. Headings.

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

SECTION 14. Effect and Modification of Agreements.

This Agreement and the Exhibits and Schedules relating hereto, exclusively and completely state the rights and agreements with respect to the construction of the Railroad Cars, and supersede all other agreements, oral or written, with respect to construction of the Railroad Cars. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of Contractor and Owner.

SECTION 15. Execution.

This Agreement may be executed in any number of counter-

parts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

SECTION 16. Survival.

The respective representations, warranties, indemnities and agreements of the parties hereto shall survive the execution and delivery of this Agreement and the delivery and payment for the Railroad Cars.

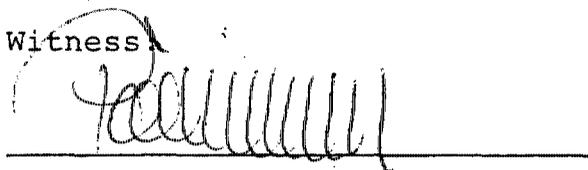
SECTION 17. Force Majeure.

Contractor's or Southeastern's obligations with respect to delivery of any or all of the Railroad Cars are made expressly subject to and contingent upon Contractor's or Southeastern's ability to secure materials to enable Contractor or Southeastern to meet production requirements for the Railroad Cars. Contractor's obligation with respect to delivery of all or any number of Railroad Cars are also hereby made expressly subject to, and Contractor shall not be responsible for failure to deliver, or delays in delivering, Railroad Cars or the Hulks due to or resulting from causes beyond Contractor's or subcontractor's reasonable control, including but not limited to strikes, labor disputes, fire, flood, explosion, delays and defaults of carriers and material suppliers, accidents, acts of God, governmental acts, riot, or civil commotions, sabotage, vandalism, damage to plant equipment or facilities, regulations and restrictions beyond Contractor's or subcontractor's control. Any specified delivery dates shall be deemed extended from

delays. Notwithstanding any delays in delivery due to force majeure as provided above, Owner shall still have the right to require Contractor to purchase a Hulk not delivered prior to December 15, 1979 as provided in Section 2(i) above.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officers to execute this Agreement on their behalf as of the date first above written.

Witness:



ITEL CORPORATION, EQUIPMENT
MANAGEMENT DIVISION

By



Richard D. Dixon
Vice President

Its:

OWNER:

Name of Owner:

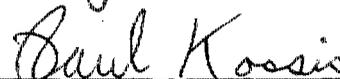
KOSSIS-MAGRISH COMPANY

Address of Owner:

P.O. BOX 13192

Pittsburgh, Pa. 15243

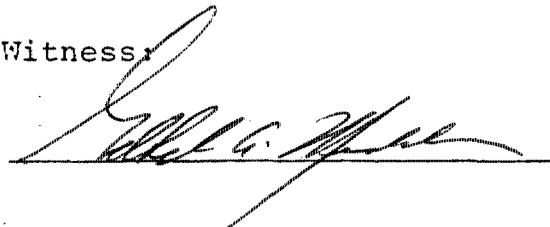
By



Its:

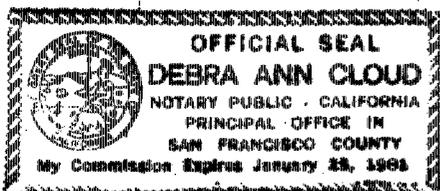
Gen Partner

Witness:



STATE OF *California* ;
COUNTY OF *San Francisco* SS:

On May *30*, 1979, before me personally came *Richard D Dixon* to me known, who, by me duly sworn, did depose and say that deponent resides at *16 Greenwood Ct, Orinda, CA* that deponent is the *Vice President* of ITEL Corporation, Equipment Management Division, the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the Agreement is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed his name by like order.



Debra Ann Cloud
Notary Public

OFFICIAL SEAL
JULIO MARA / SREDO
PRINCIPAL OFFICE
SAN FRANCISCO COUNTY
IN CONNECTION WITH CASE NO. 2014

Acknowledgement for Owner

If an individual:

STATE OF)
COUNTY OF)

On the _____ day of May, 1979, before me came _____ to me known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

If a partnership:

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

On the 31st day of May, 1979, before me came PAUL KOSSIS to me known to be a partner in the firm of KOSSIS-MAGRISH COMPANY, and who executed the foregoing Agreement and acknowledged to me that he executed the same.

Nora A. Bland

Notary Public

NORA A. BLAND, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 5, 1982
Member, Pennsylvania Association of Notaries

If a Corporation:

STATE OF)
COUNTY OF) SS:

On May _____, 1979, before me personally came _____ to me known, who by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of _____ the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the Agreement is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed his name by like order.

Notary Public

SCHEDULE A

Name of Owner Kossis-Magrish Company

Address of Owner P. O. Box 13192

Pittsburgh, PA Zip 15243

Identification Number of Owner's Hulks See Schedule A-1

Price Paid by Owner per Hulk \$ 5,219.00

Base Price for Each Railroad Car \$ 28,963.00

Approximate Date of Commencement of Production June 1, 1979

Approximate Date of Delivery August 15, 1979

Owner's Shipping Requirements F.O.T. Southeastern Specialties Corporation

yard, Jacksonville, Florida

Name and Address
of Owner's Agent Atlantic & Western Financial Corporation

P. O. Box 1208

Sanford, North Carolina Zip 27330

Name of Inspector John S. Carlson & Co., Inc.

Financial Institution and Address United States Steel Credit Corporation

600 Grant Street

Pittsburgh, PA Zip 15219

Escrow deposit per Railroad Car held by Babbitt, Meyers & Company, Inc. being the difference between the Base Price, as adjusted, and Owner's non-recourse financing \$ 2,356.00

SCHEDULE A-1

RBNX	90342
	90211
	90341
	90251
	90210
	90345
	90379
	90228
	90302
	90319
	90334
	90325
	90223
	90241
	90268
	90335
	90213
	90340
	90245
	90284

SCHEDULE B

SPECIFICATIONS FOR REBUILDING RAILROAD CARS FROM HULKS OF THE OWNER IDENTIFIED IN SCHEDULE A

These specifications cover the rebuilding of 50'6" 70 ton Plate "C" XL boxcars to be constructed by Itel Corporation, Equipment Management Division, Contractor, pursuant to the within specifications. Cars to be used are identified on Schedule A of this Construction Contract.

1. General Requirements.

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars."

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship.

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Welding.

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

SCHEDULE B

SPECIFICATIONS FOR REBUILDING RAILROAD CARS FROM HULKS OF THE OWNER IDENTIFIED IN SCHEDULE A

These specifications cover the rebuilding of 50'6" 70 ton Plate "C" XL boxcars to be constructed by ITEL Corporation, Equipment Management Division, Contractor, pursuant to the within specifications. Cars to be used are identified on Schedule A of this Construction Contract.

1. General Requirements.

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars."

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship.

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Welding.

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

DESCRIPTION	QUANTITY	UNIT	INSTALLATION	REMARKS	DATE	BY	REVISION
LUBRICATED STEEL (GARD)							
Floor-Thread-Hold Support	1	100%	100%				
Roof-Thread-Hold Support	1	100%	100%				
END PLATFORM SUPPORT - OUTER	4	100%	400				
END PLATFORM SUPPORT - INNER	4	100%	400				
END PLATFORM SUPPORT - CENTER	2	100%	200				
CENTER RATE LINE	2	10%	20	1/8" x 13 1/2" DIA.			
CENTER PLATE-LINER	2			1/8" x 11 1/2" DIA.			
WHEEL ROLLING BEARING	8			4 1/2" x 1 1/2" CLASS F			
ROLLER BEARING - LOWER	8			5 1/2" x 1 1/2" CLASS D			
ROLLER BEARING - UPPER	8			4 1/2" x 1 1/2" CLASS F			
WHEEL-FUNCTIONAL WARE PLATE	8	100%		2 1/2" x 6 1/2"			
"	8	100%		1 1/2" x 1 1/2"			
"	8	100%		1 1/2" x 1 1/2"			
"	8	100%		1 1/2" x 1 1/2"			
ROOF FLOOR-THRE PLATE	8	100%		2 1/2" x 1 1/2"			
"	8	100%		2 1/2" x 1 1/2"			
"	8	100%		2 1/2" x 1 1/2"			
"	8	100%		2 1/2" x 1 1/2"			
CENTER PIN	2			1 1/4" x dia. x 15"			
SILL STEP	2						
SILL STEP	2						
WHEEL ROLLING BEARING - OUT.							
WHEEL ROLLING BEARING - INT.							

NO.	DESCRIPTION	QTY	UNIT	WEIGHT	DEVELOPED SURF.	STEEL SPEC.	REMARKS
135	FABRICATED STEEL						
136	SIDE SHEET @ STRETCH	2	sq. ft.	200		ASTM A-36	
137	SIDE SHEET EXTENSION	2	sq. ft.	200	10GA x 10" x 400"	ASTM A-36	
138	CARRIER PLATE FOR CUSHIONING UNIT	2	sq. ft.	200	3/4" x 21" x 40 1/2"	ASTM A-36	
139	PLATE - SIDE SAUCE	4	sq. ft.	400	3/8" x 9" x 24"	ASTM A-36	
140	STRIKER BAR	2	sq. ft.	200	2" x 3" x 16"	ASTM A-36	
141	STUB CENTER SILL	4	sq. ft.	400	C213 @ 51.2" / ft x 10 1/2" x 14"	ASTM A-36	
142	A GRAIN STRIP						

SHEET NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	NO. OF PARTS	NO. OF DRAWINGS	REMARKS	DATE	BY
AIR BRAKE MATERIAL								
28	ANGLE COCK	2	%	100		1/4" BALL STYLE		
29	COMBINED DIET COLLECTOR	1	NO	100		RECONDITIONED		
30	2 CUT-OUT COCK	2	NO	80		1 1/4 x 1/4" STRAIGHT		
31	COUPLING 1/4 TO 1/4 SOCKET WELD	3	NO	300		1 1/4 x 1/4" STRAIGHT		
32	ELBOW, 1/2" REGULAR LONG SLEEVE	2	NO	200		1/4" REGULAR		
33	ELBOW, 3/8" SOCKET WELD FLG. FITTING	1	NO	100		3/8 x 3/8"		
34	3/8" SOCKET WELD FLG. FITTING	1	NO	100		3/8" REGULAR		
35	3/4" " " " "	6	NO	600		3/4" "		
36	1" " " " "	2	NO	200		1" "		
37	GASKET 3/8"	2	NO	200		1" "		
38	" 3/4"	6	NO	600		3/4" "		
39	" 1"	2	NO	200		1" "		
40	" 1 1/4"	2	NO	200		1 1/4" "		
41	GREASE	1/3	NO	300				
42	RECONDITIONED AIR CHIMNEY PISTON	1	NO	100		BY QUOTE CARD		
43	RECONDITIONED AIR SERVICE PORTION	1	NO	100				
44	RECONDITIONED AIR EMERGENCY PORTION	1	NO	100				
45	GASKET 1/2" AIR SERVICE PORTION	1	NO	100				
46	GASKET 1/2" AIR PWS. PORTION	1	NO	100				
47	GASKET 1/2" AIR PWS. CYLINDER	1	NO	100				
48	GASKET 1/2" TURT COLLECTOR	1	NO	100				
49	GASKET 1/2" RESERVOIR	2	NO	200				
50	T.T.F. PORT 3/8"	3	NO	100		3/8" - T. W.		
51	WHT 3/8"	3	NO	100		3/8" (EX. HD)		
52	INCH. PORT 1/2"	16	NO	100		1/2" INCH. PORT		
53	WHT 1/2"	16	NO	100		1/2" INCH. PORT		

SHEET NO. 1

AIR BRAKE MATERIAL	QTY	UNIT	PERCENT	SIZE	DESCRIPTION	WARRANT #	REMARKS
1. END OF CAR HOSE	2	100%	200	1 1/4"		WARRANT # 501101	CAMP W/AN INSET (563952)
2. BRAKE ROD JAW 3/4"							
3. BRAKE ROD JAW 7/8"							
4. BRAKE ROD EYE 1"	1	100%	100	1" DIA. ROD 1 1/4" DIA. HOLE		WARRANT # 1077	REMOVE TOP RODS C. THINNING EYE TO FLOATING LINK COND.
5. NIPPLE 1 1/4"	2	200%	200	1 1/4" X 10" STD. WT. PIPE		WARRANT # 502574	SCREWED TYPE
6. VENT PROTECTOR	1	20%	20			WARRANT # 502574	
7. PISTON ROD SEAL	1	70%	X			WARRANT # 502574	
8. MIN. PRESSURE HEAD GASKET	1	100%	100			WARRANT # 501030	
9. 1/2" DIA. PISTON PICKING CUP	1	100%	100			WARRANT # 501030	
10. Hollow Rod Guide	1					WARRANT # 501030	
11. PIPE 3/8"	SET.				EXTRA-HEAVY		
12. " 3/4"	10 FT.				"		
13. " 1"	3 FT.				"		
14. " 1 1/4"	3 FT.				"		
15. RETAINER VALVE	1	100%	100			WARRANT # 501030	
16. CHAMFERED DIRT COLLECTOR	1		X			WARRANT # 501030	
17. CUT-OUT COCK	1		X			WARRANT # 501030	
18. SCALE CYLINDER	1	100%	100			WARRANT # 501030	
19. RELEASE VALVE	1		X			WARRANT # 501030	
20. BRAKE ROD EYE	1	70%	X			WARRANT # 501030	
21.							
22.							
23.							
24.							
25.							
26.							
27.							
28.							
29.							
30.							

ATTACHMENT III

MIL 906

CAR SPECIFICATIONS	10/11/12 %	11/13 %	11/14 %	11/15 %	11/16 %	11/17 %	11/18 %	11/19 %	11/20 %	11/21 %	11/22 %	11/23 %	11/24 %	11/25 %	11/26 %	11/27 %	11/28 %	11/29 %	11/30 %	
100 BODY CENTER RATE	2	100	200																	
101 POWER PUMP WARE RATE	8	75	200																	
110 COUPLER GREATER WEAR RATE	2	100	200																	
111	2	75	200																	
112 BRAKE SHOE	8	100	200																	
113 FRACTION CASTING SPRING	8	75	200																	
114 TRUCK SPRING - INNER	16	75	560																	
115 TRUCK SPRING - OUTER	28	75	1260																	
116 BECKE STEP "60 mil"	1	100	100																	
117 BRAYNE ASSEMBLY	2	75	200																	
118 SOURCE Yoke	2	75	200																	
119 TRUCK PAULSTER	2	75	200																	
120 TRUCK SIDE FRAME	4	75	200																	
121 TRUCK TRAD LOWER FULCRUM	2	75	200																	
122 BRAKE SILVER KEY	8	75	320																	
123 NAILBRIE STEEL FLOOR	2/3	100	100																	
124 (2x2x22 mil. dy. 11/1/20)																				
125																				
126 DOORS - 10'-0" FREE RUNK	2	75	200																	
127 STANDARD IRL RATE "2" axle																				
128																				
129 ROOF SEAM CAP	2	75	200																	
130 IRL ROOF SHEET	2	75	200																	
131 CONDUIT CAP																				
132 INTERMEDIATE ROOF SHEET																				
133																				
134																				

FINANCE DEPT

18 Ft. long
22 Ft. long

10M. END OF THE FINISHING UNIT - COMPLETE	R	100%	200	FRIGHTMASTER DRAWING No.
BACKSTOP CASTING	2	100%	200	87-21980 FRIGHTMASTER DRAWING No 87-15306 HOLLAND D-1011
UNFOURING LEVER	2	100%	200	
UNFOURING LEVER BEET	2	100%	200	
"A" END CROSSOVER STEP	1	100%	100	60" L4 Aves "Tel-loc" of A.D. Smith 7356
"A" END Crossover HANDYGRAB	1	100%	100	ACF DRAWING Line
"B" END Crossover HANDYGRAB	1	100%	100	ACF DRAWING Line
DEAFt SWAP FOLGing	4	100%	400	FRIGHTMASTER DRAWING No 7-07-15469
INSTRUCTION FLAPue	2	100%	200	FRIGHTMASTER DRAWING No 87-16026
RESTORING MECHANISM "10-0 Unit"	2	100%	200	FRIGHTMASTER DRAWING No 87-21555
Hose Support	2	100%	200	HOLLAND "HOLLAMER"
HOLD DOWN WASHER	12	100%	1200	USED WITH A.D. SMITH BEARS STEP

LUMBER DETAILS	QTY	UNIT	NO. OF STUDS	SPACING	SPACING NUMBER	LEVEL	SIZE	MARKING	REMARKS
DECK BOARD	16	%	100	%		3/8" x 4'-0" x 5'-0"			DOUGLAS STEAK
DECK STRINGER BOARD	2								
CEILING PL.									
DECKING									
DECKING									
FLOOR FILLER						1/2" x 3" x 8'-0"			
FLOOR FILLER						1/2" x 3" x 8'-0"			
EDGE LINING FILLER									
CORNER POST FURRING	4	%	400						
CORNER POST FURRING	4	%	400						
INTERMEDIATE POST FURRING	24	%	2400			3/4" x 3 1/2" x 5'-0"			
INTERMEDIATE POST FURRING	24	%	4000			1 1/2" x 4 1/2" x 5'-0"			
INTERMEDIATE POST FURRING	4	%	400			1 1/2" x 4 1/2" x 5'-0"			
INTERMEDIATE POST FURRING	4	%	400			1 1/2" x 4 1/2" x 5'-0"			
DOOR POST FURRING	2	%	200			3/4" x 3" x 7'-2"			
DOOR POST FURRING	2	%	200			3/4" x 3" x 7'-2"			
WINDSHIELD POST FURRING	2	%							
WHEEL END FURRING									
STEEL END FURRING									
END FURRING	1	%	100			4'-0" x 10'-0" x 6'-0"			
END FURRING	2	%	200			1'-0" x 10'-0" x 6'-0"			

111110

ITEM	QTY	UNIT	DESCRIPTION	REMARKS
LUMBER DETAILS				
SIDE LINING 3/4"			3/4" x 40' x 10'0"	
SIDE LINING				
SIDE LINING 1/4"				
SIDE LINING 1/4"				
DOOR POST NAILING STRIP	4	m		
ROB RAIL	20	ft	3/4" x 10'0" x 20'	EXTERIOR GRADE A-C PLYWOOD
ROB RAIL				
GRAIN STRIP				
GRAIN STRIP				

NO.	MISC. MATERIAL	UNIT / QTY	UNIT PRICE	TOTAL	DEVELOPED SIZE	MFG. CO.	REMARKS
1	MISC. MATERIAL						
2	AIR NRC - FLAT	200	1.00	200.00	3/16" x 5/8" x 12"		
3	AIR NRC - ROUND	200	1.00	200.00	1/2" DIA. x 12"	A.L.L.O.	
4	AIR NRC - 110BT ROUND	200	1.00	200.00	1/2" DIA. x 12"	A.L.L.O.	
5	WELDING ROD - 1/8" DIA.	200	1.00	200.00	1/8"	E-6010	
6	WELDING ROD - 3/32" DIA.	200	1.00	200.00	3/32"	E-6010	
7	WELDING ROD - 7/16" DIA.	200	1.00	200.00	7/16"	E-6010	
8	WELDING ROD - 3/8" DIA.	200	1.00	200.00	3/8"	E-7014	
9	WELDING ROD - 1/2" DIA.	200	1.00	200.00	1/2"	E-7016	
10	WELDING ROD - 5/32" DIA.	200	1.00	200.00	5/32"	E-7016	
11	WELDING ROD - 9/32" DIA.	200	1.00	200.00	9/32"	E-7024	
12	WELDING ROD - 7/16" DIA.	200	1.00	200.00	7/16"	E-7024	
13	WELDING ROD - 5/16" DIA.	200	1.00	200.00	5/16"	E-7010	
14	WELDING WIRE	2	100.00	200.00	.035 DIA.	AMERICAN WIRE CO. INC. STATE, N.	REQ. A-675
15	SAND DRIED	2	100.00	200.00			
16	STENCIL DECAL CALIBRATED	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
17	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
18	STENCIL DECAL CALIBRATED	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
19	STENCIL DECAL AIR	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
20	STENCIL DECAL FOR MSP.	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
21	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
22	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
23	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
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43	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
44	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
45	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
46	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
47	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
48	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
49	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.
50	STENCIL DECAL	2	100.00	200.00	15" x 18"	MAINT. 110	PRE-PRINTED CUSTOMER USE QUICK-CAL.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	DEVELOPED SIZE	UNIT PRICE	TOTAL PRICE	REMARKS
200	2	%	NUT	3/8" REG. HEX. HD.	200	40.00	2000
201	2	%	NUT	1/2" HEX HD. NUT	800	160.00	2000
202	4	%	NUT	5/8"	700	280.00	2000
203	3	%	NUT	5/8"	1700	510.00	2000
204	12	%	NUT	5/8"	300	360.00	2000
205	3	%	NUT	1"	300	900.00	2000
206	1	%	NUT	7/8" (summed)	X	0.00	2000
207	2	%	CAP SCREW	3/8" DIA. X 1" SELF LOCKING	200	40.00	2000
208	10	%	"	1/2" DIA. X 1 1/4" "	1800	18000.00	2000
209	8	%	"	3/8" DIA. X 1 1/2" "	800	6400.00	2000
210	13	%	WASHER	5/8" DIA. WASHERS	1000	1300.00	2000
211	4	%	WASHER	1/2" DIA. GUNGE PLATE	X	0.00	2000
212	1	%	WASHER	7/8" DIA. LOCK WASHERS	X	0.00	2000
213	72	%	WASHER	1/2" DIA. STAINLESS PLAT WASHERS	1670	12024.00	2000
214	112	%	CARRIAGE BOLT	1/2" DIA. X 7/8" Lg. SQUARE HEAD	8100	9072.00	2000
215	2	%	COUNTERSUNK BOLT	1/2" DIA. X 2" - 60000 11.8	200	400.00	2000
216	4	%	COUNTER SUNK BOLT	1/2" DIA. X 1 1/2" SLOTTED HD.	400	1600.00	2000
217	6	%	NUT	1/2" DIA. HEX HD. NUT	600	3600.00	2000
218	2	%	BOLT	3/8" DIA. X 1 1/2" HEX. HD.	200	400.00	2000
219	2	%	"	1/2" DIA. X 4" HEX. HD.	X	0.00	2000
220	3	%	"	5/8" DIA. X 1 3/4" HEX. HD.	300	900.00	2000
221	12	%	"	3/8" DIA. X 1 1/4" HEX. HD.	1700	20400.00	2000
222	4	%	"	3/8" DIA. X 2" HEX. HD.	400	1600.00	2000
223	1	%	"	5/8" DIA. X 2 1/4" HEX. HD.	100	100.00	2000
224	3	%	"	1" DIA. X 7" HEX. HD.	300	900.00	2000
225	2	%	(1) - PART	5/8" DIA X 10" FORGAL 11.8 PLATE	200	400.00	2000

ATTACHMENT III

SHT. 16 OF

FASTENER	QTY	UNIT	DESCRIPTION	DEVELOPED SIZE	MINI SIZE	REMARKS
287	20		TWO PC. FASTENER	C50LR-BE 16-4		UNDEVELOPED TO SILE
296	10		" "	C50LR-BE 16-8		UNDEVELOPED TO SILE
299	12		" "	C50LR-BE 20-16		UNDEVELOPED TO SILE
300	4		" "	C71LR-BE 24-16		UNDEVELOPED TO SILE
301	4		" "	C71LR-BE 24-20		UNDEVELOPED TO SILE
302	32		" "	C50LR BE16-12		UNDEVELOPED TO SILE
303	12		" "	C50LR BE16-16		UNDEVELOPED TO SILE
304	2		" "	C50LR BE16-20		UNDEVELOPED TO SILE
305	28		" "	C50LR BE20-12		UNDEVELOPED TO SILE
306	44		" "	C50LR BE20-20		UNDEVELOPED TO SILE
307	6		" "	C50LR BE24-24		UNDEVELOPED TO SILE
308	16		" "	C50LR BE16-12		UNDEVELOPED TO SILE
309	80		" "			UNDEVELOPED TO SILE
310	8		" "			UNDEVELOPED TO SILE
311	12		TWO PC FASTENER COLLAR	BLC 2R-20		UNDEVELOPED TO SILE
312	8		" "	BLC 2R-28		UNDEVELOPED TO SILE
313	8		" "	BLC 2R-24		UNDEVELOPED TO SILE
314	11		" "	LC 2R-16		UNDEVELOPED TO SILE
315	11		" "	LC 2R-20		UNDEVELOPED TO SILE
316	11		" "	LC 2R-24		UNDEVELOPED TO SILE
317						
318			TWO PC FASTENER			UNDEVELOPED TO SILE
319			" "			UNDEVELOPED TO SILE
320			" "			UNDEVELOPED TO SILE
321			" "			UNDEVELOPED TO SILE
322			" "			UNDEVELOPED TO SILE
323			" "			UNDEVELOPED TO SILE

ATTACHMENT III

ITEM NO.	DESCRIPTION	QTY	UNIT	DATE	STATUS	REMARKS	DATE	BY
1	FABRICATED STEEL (GRID)							
2	AB-VALVE BRACKET	1	EA	120-2555	✓			
3	ANGLE COCK BRACKET	2	EA	120-2555				
4	PULL COCK BRACKET	1	EA	120-2555				
5	FLOTTING LEVEL FUCEUM BRACKET	1	EA					
6	BRACE PIN No.							
7	No 1					1 1/2" DIA. x 2 3/8"		AT SLACK ADJUST. INDS
8	No 3					1 1/2" DIA. x 3 1/2"		AT PULL COCK AND PUMP LEVERS
9	No 6					1 1/2" DIA. x 4 1/4"		AT PULL COCK
10	No 7					1 1/2" DIA. x 5 1/4"		AT PULL COCK
11	No 9					1 1/2" DIA. x 5 3/8"		AT SLACK ADJUST. CONSOLE LEVER
12	No 10					1 1/2" DIA. x 5 3/8"		AT TANK AIR VALVE
13	No 21					1 1/2" DIA. x 1 1/2"		CONSOLE LEVER
14	PIN FOR SUPPORT CLOSURE RATE	2	FT.			3/16" x 2 1/2" x PANHEAD LG.		
15	PRIVE RODS 3/8" DIA.							
16	UNCOILING LEVER BRACKET	1	EA	13-11-52		4" DIA. x 8" LONG x 1 1/2" THICK		TO FIT IN ANCHOR PLATE ABOVE PINS
17	CUT-OUT COCK SUPPORT	1	EA		✓			
18	CYLINDER LEVER SUPPORT	1	EA	120-2555				
19	FLOTTING LEVER SUPPORT	1	EA	120-2555-A				
20	LE-SENDING SUPPORT NY	1	EA					
21	PISTON PIN SUPPORT FLANK	1	EA					
22	TRUSS BRACE CARRIER	1	EA					
23	TRUSS BRACE CARRIER	1	EA					
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97	TRUSS BRACE CARRIER	1	EA					
98	TRUSS BRACE CARRIER	1	EA					
99	TRUSS BRACE CARRIER	1	EA					
100	TRUSS BRACE CARRIER	1	EA					

10" High 10" wide

ITEM NO.	DESCRIPTION	NO. OF CAR	%	NO. OF ORDER	DRAWING NUMBER					
AIR BRAKE MASTER LIN										
28	ANGLE COCK	2	%	100		1 1/4" - Ball Style (New)		WARCO # 577495		
29	CONTINUED DIET COLLECTOR	1	%	200		RECONDITIONED				
30	CLUT-OUT COCK	1	%	100		1 1/4" x 1 1/4" STRAIGHT				
31	COUPLING, SCREENED-TOP-SCREENED	2	%	200		1 1/4" x 1 1/4" STRAIGHT				
32	ELBOW, 1/2" REGULAR LONG SERVE	2	%	200		1 1/4" REGULAR				
33	ELBOW, 3/8" SOCKET WELD FLG. FITTING	1	%	100		3/8" x 1"				
34	3/8" SOCKET WELD FLG FITTING	1	%	100		3/8" STRAIGHT				
35	3/4" " " " "	6	%	600		3/4" "				
36	1" " " " "	2	%	200		1" "				
37	GASKET 3/8"	2	%	200		3/8" GASKET				
38	" 3/4"	6	%	600		3/4" "				
39	" 1"	2	%	200		1" "				
40	" 1 1/4"	2	%	200		1 1/4" "				
41	GREASE	1/2	%	100						
42	RECONDITIONED RECONDITIONED	1	%	100						
43	RECONDITIONED AIR SERVICE PORTION	1	%	200						
44	RECONDITIONED AIR SERVICE PORTION	1	%	100						
45	GASKET @ AIR SERVICE PORTION	1	%	100						
46	GASKET @ AIR RING	1	%	100						
47	GASKET @ AIR FLANG	1	%	100						
48	GASKET @ DIET COLLECTOR	1	%	100						
49	GASKET @ RESERVOIR	2	%	200						
50	AIR PORT 3/8"	8	%	800		3/8" - T. HD.				
51	AIR PORT 3/4"	8	%	800		3/4" Hex. HD				
52	AIR PORT 1/2"	16	%	1600		1/2" HD x 3/8" Hex. HD				
53	AIR PORT 1/2"	16	%	1600		1/2" Hex. HD				

AIR BRAKE MATERIAL	100 %	400 %	200 %	1 1/4"	WARRANT #	COMP. WITHIN SECT (56,3952)
NO OF CAR HOSE	2				501101	
PAKE ROD JAW 3/4"						
PAKE ROD JAW 7/8"						
PAKE ROD EYE 1"	1	100 %	100 %	1" DIA. ROD 1 1/4" DIA. HOLE	501107	SCREWED TOP ENDS 2 THUMBING CYL. TO FLOATING LOWER GEAR.
WIPPLE 1 1/4"	2	400 %	40 %	1 1/4" X 10" STD. WT. PIPE	502574	SCREWED TYPE
ENT PROTECTOR	1	20 %	20 %		502574	
STON ROD SEAL	1	100 %	X		562831	
U-PRESSURE HEAD	1	100 %	100 %		501020	
ISKEL	1	100 %	100 %		501020	
4 IN. PISTON PACKING CUP	1	100 %	100 %		501020	
OLLOW ROD GUIDE	1				501020	
PIPE 3/8"	5FT.			EXTEND-HEAVY	501020	
" 3/4"	10FT.			"	501020	
" 1"	3FT.			"	501020	
" 1 1/4"	5FT.			"	501020	
STAINER VALVE	1	100 %	100 %	AAR 1967-3 Piston (NEW)	501020	
WINDMILL DIET COLLECTOR CUT-OUT COCK	1		X		501020	
SCALE CYLINDER RELEASE VALVE	1	100 %	100 %	WITH 1/4" THIN NUTS FOR 3/8" EXCESS AND 1/2" DIA. 1/4" - 1/8" P	501020	
PAKE PAD EYE	1	100 %	X		501020	

ATTACHMENT III

NO	DESCRIPTION	QTY	UNIT	% OF ORDER	UNIFORMS	QUANTITY	SIZE	MARK	REMARKS
185	LUMBER DETAILS	16	100%	X			1/2 x 4.0 x 8.0	1.0	1.0
186	DECK BOARD	2	X						1.0
187	DECK STRUTTER BOARD	2	X						1.0
188	CEILING R.V.		X						
189	DECKING		X						
190	DECKING		X						
191	FLOOR FILLER		X				1/2 x 3 x 8.0		
192	FLOOR FILLER		X				1/2 x 3 x 8.0		
193	SIDE LIVING FILLER		X						
194	INTERMEDIATE POST FURRING	4	100%						
195	INTERMEDIATE POST FURRING	4	100%						
196	INTERMEDIATE POST FURRING	4	100%						
197	INTERMEDIATE POST FURRING	4	100%						
198	INTERMEDIATE POST FURRING	4	100%						
199	INTERMEDIATE POST FURRING	4	100%						
200	DOOR POST FURRING	2	100%				3/4 x 3 x 8.0		
201	DOOR POST FURRING	2	100%				3/4 x 3 x 8.0		
202	WINDSHIELD POST FURRING	2	100%						
203	STEEL END FURRING								
204	STEEL END FURRING								
205	END FURRING	1	100%				4.0 x 10.0 x 1/2		
206	END FURRING	2	100%				1.0 x 10.0 x 1/2		

NO.	LUMBER DETAILS	UNIT CASE	%	INSTRUMENT	QUANTITY	REMARKS	UNIT PRICE	TOTAL
1	SIDE LINING 3/4"				3/4" x 4'0" x 10'0"	12.00	1.00	12.00
2	SIDE LINING							
3								
4								
5								
6								
7	SIDE LINING 1/4"							
8	SIDE LINING 1/4"							
9								
10	DOOR POST NAILING STRIP	A	10%	X				
11								
12	RUB RAIL	20	10%	X	3/4" x 10' x 20'0"	4000	1.00	4000.00
13	RUB RAIL			X				
14								
15	GRAIN STRIP			X				
16	GRAIN STRIP			X				
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JULY 11 08

Item #	Description	Material	Quantity	Unit	Notes
216	DECAL NUMBER - G	1 7/16" x 1 1/8"	100	%	3600 - G
217	" " " - 7	1 7/16" x 1 1/8"	100	%	3600 - 7
218	" " " - O	1 7/16" x 1 1/8"	100	%	3600 - O
219	" " " - S	1 7/16" x 1 1/8"	100	%	3600 - S
220					
221					
222	STENCIL "KEEP OFF ROOF"		2	%	3600 - 222
223					
224	DECAL LETTER - A	1 7/16" x 1 1/8"	100	%	3600 - A
225	" " " - B	1 7/16" x 1 1/8"	100	%	3600 - B
226	" " " - C	1 7/16" x 1 1/8"	100	%	3600 - C
227	" " " - D	1 7/16" x 1 1/8"	100	%	3600 - D
228	" " " - E	1 7/16" x 1 1/8"	100	%	3600 - E
229	" " " - F	1 7/16" x 1 1/8"	100	%	3600 - F
230	" " " - G	1 7/16" x 1 1/8"	100	%	3600 - G
231	" " " - H	1 7/16" x 1 1/8"	100	%	3600 - H
232	" " " - I	1 7/16" x 1 1/8"	100	%	3600 - I
233	" " " - J	1 7/16" x 1 1/8"	100	%	3600 - J
234	" " " - K	1 7/16" x 1 1/8"	100	%	3600 - K
235	" " " - L	1 7/16" x 1 1/8"	100	%	3600 - L
236	" " " - M	1 7/16" x 1 1/8"	100	%	3600 - M
237	" " " - N	1 7/16" x 1 1/8"	100	%	3600 - N
238	" " " - O	1 7/16" x 1 1/8"	100	%	3600 - O
239	" " " - P	1 7/16" x 1 1/8"	100	%	3600 - P
240	" " " - Q	1 7/16" x 1 1/8"	100	%	3600 - Q
241	" " " - R	1 7/16" x 1 1/8"	100	%	3600 - R
242	" " " - S	1 7/16" x 1 1/8"	100	%	3600 - S

ITEMS	QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION
WASHERS											
NUT	2	100	200	3/8" REG. HEX. HD.							VALVE VALVE TO VALVE
NUT	2	100	200	1/2" HEX HD NUT							OP. VALVE (R) VALVE VALVE (R) VALVE VALVE (R) VALVE VALVE (R)
NUT	4	100	400								VALVE VALVE (R) VALVE VALVE (R)
NUT	3	100	300								VALVE VALVE (R) VALVE VALVE (R)
NUT	12	100	1200								VALVE VALVE (R) VALVE VALVE (R)
NUT	3	100	300								VALVE VALVE (R) VALVE VALVE (R)
NUT	1	100	100	CASTLE NUT							VALVE VALVE (R) VALVE VALVE (R)
NUT	1/8" (summed)										VALVE VALVE (R) VALVE VALVE (R)
SCREW	2	100	200	7/8" DIA. X 1" SELF LOCKING							VALVE VALVE (R) VALVE VALVE (R)
"	10	100	1000	1/2" DIA. X 1 1/2" "							VALVE VALVE (R) VALVE VALVE (R)
"	8	100	800	3/8" DIA. X 1 1/2" "							VALVE VALVE (R) VALVE VALVE (R)
WASHER	13	100	1300	5/8" DIA. FLAT WASHER							VALVE VALVE (R) VALVE VALVE (R)
WASHER	4	100	400	1/2" DIA. SLAKE PLATE							VALVE VALVE (R) VALVE VALVE (R)
WASHER	1	100	100	7/8" DIA. LOCK WASHER							VALVE VALVE (R) VALVE VALVE (R)
WASHER	72	100	7200	1/2" DIA. STANDARD FLAT WASHER							VALVE VALVE (R) VALVE VALVE (R)
BRIDGE BOLT	1/2"	100	100	1/2" DIA. X 3/4" SQUARE NECK							VALVE VALVE (R) VALVE VALVE (R)
WATERBUNK BOLT	1/2"	100	100	1/2" DIA. X 2" SLOTTED HB.							VALVE VALVE (R) VALVE VALVE (R)
WATER BUNK BOLT	1/2"	100	100	1/2" DIA. X 1 1/2" SLOTTED HB. NUT							VALVE VALVE (R) VALVE VALVE (R)
NUT	6	100	600	1/2" DIA. X 1 1/2" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
BOLT MACH	7/8"	100	100	3/8" DIA. X 1 1/2" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	1/2"	100	100	1/2" DIA. X 4 HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	5/8"	100	100	5/8" DIA. X 1 3/4" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	5/8"	100	100	7/8" DIA. X 1 3/4" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	5/8"	100	100	5/8" DIA. X 2" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	5/8"	100	100	5/8" DIA. X 2 1/4" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
"	1"	100	100	1" DIA. X 7" HEX. HD.							VALVE VALVE (R) VALVE VALVE (R)
1) - BOLT	7/8"	100	100	5/8" DIA. X 10" FORMER 10" DIA. BOLT							VALVE VALVE (R) VALVE VALVE (R)

11/15

SHT. 16 OF

ATTACHMENT III

FASTENERS	WIRE GAGE	WIRE % STRENGTH	DRAWING NO.	DEVELOPED SIZE	UNIT QTY.	REMARKS
17 TWO PC. FASTENER	20			C50LR-BR 16-4		LINER BUSHING TO STILE
18 " " "	10			C50LR-BR 16-8		LADDER TREAD TO STILE
19 " " "	12			C50LR-BR 20-16		DRIFT GEAR CARRIAGE
20 " " "	4			C71LR-BR 24-16		DRIFT SIDE BEARING
21 " " "	4			C71LR-BR 24-20		2 TRACK SIDE BEARING (SHARPER)
22 " " "	32			C50LR BR16-12		DRIFT SIDE BEARING (SHARPER)
23 " " "	12			C50LR BR16-16		DRIFT SIDE BEARING (SHARPER)
24 " " "	2			C50LR BR16-20		DRIFT SIDE BEARING (SHARPER)
25 " " "	28			C50LR BR20-12		DRIFT SIDE BEARING (SHARPER)
26 " " "	44			C50LR BR20-20		DRIFT SIDE BEARING (SHARPER)
27 " " "	6			C50LR BR24-24		DRIFT SIDE BEARING (SHARPER)
28 " " "	16			C50LR BR16-12		DRIFT SIDE BEARING (SHARPER)
29 " " "	20					DRIFT SIDE BEARING (SHARPER)
30 " " "	8					DRIFT SIDE BEARING (SHARPER)
31 TWO PC. FASTENER COLLAR	AP.			31C 2P-20		DRIFT SIDE BEARING (SHARPER)
32 " " "	12			31C 2P-28		DRIFT SIDE BEARING (SHARPER)
33 " " "	8			31C 2P-24		DRIFT SIDE BEARING (SHARPER)
34 " " "	"			1C 2P-16		DRIFT SIDE BEARING (SHARPER)
35 " " "	"			1C 2P-20		DRIFT SIDE BEARING (SHARPER)
36 " " "	"			1C 2P-24		DRIFT SIDE BEARING (SHARPER)
37 " " "	"					DRIFT SIDE BEARING (SHARPER)
38 TWO PC. FASTENER						DRIFT SIDE BEARING (SHARPER)
39 " " "						DRIFT SIDE BEARING (SHARPER)
40 " " "						DRIFT SIDE BEARING (SHARPER)
41 " " "						DRIFT SIDE BEARING (SHARPER)
42 " " "						DRIFT SIDE BEARING (SHARPER)
43 " " "						DRIFT SIDE BEARING (SHARPER)
44 " " "						DRIFT SIDE BEARING (SHARPER)
45 " " "						DRIFT SIDE BEARING (SHARPER)
46 " " "						DRIFT SIDE BEARING (SHARPER)
47 " " "						DRIFT SIDE BEARING (SHARPER)
48 " " "						DRIFT SIDE BEARING (SHARPER)
49 " " "						DRIFT SIDE BEARING (SHARPER)
50 " " "						DRIFT SIDE BEARING (SHARPER)

SHEET 17 OF

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	REMARKS
14	PROTEINERS					
15	COTTER KEY 5/16	1	100%			3/16 DIA. X 1 1/2" LONG. SPEC. COTTER
16	COTTER KEY 5/16	1	100%			5/16 DIA. X 1 1/2" ditto
17	COTTER KEY 5/16	4	100%			5/16 DIA. X 2 1/2" ditto
18	COTTER KEY 1/2	2	100%			1/2 DIA. X 3" ditto
19	COTTER KEY 1/2	2	100%			1/2 DIA. X 4" ditto
20	COTTER KEY 5/16	17	100%			5/16 DIA. X 2 1/2" LANTIC COTTER
21	COTTER KEY 5/16	2	100%			5/16 DIA. X 3" ditto
22						
23						
24						
25	NAILS 8D					INCLUDES OF 44 EA. 17 EA. 8D BUSHING
26	STAPLES 1"	1	100%			16 1/2" EXTRA COTTER 1/4" PURCHASING IN CARDS OF 1000 EA.
27						
28	NAILS 10D					1/4" LANTIC TO HAILED
29						1/2" LANTIC TO HAILED
30						1/4" END LANTIC
31						
32						
33						
34						
35						
36	CARRIAGE BOLT 1/2 DIA	12	100%			BEAK STEP
37	NUT 1/2 DIA	12	100%			BEAK STEP
38						
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ATTACHMENT III

ATTACHMENT II

This specification covers the rebuilding of 100 50' 6" 70-ton Plate "C" XL boxcars for the Atlantic and Western R.R. Cars to be used for this lot will be taken from FGE series RBNX 90201-90399.

1. General Requirements

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars".

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, Templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V. of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Inspections

ITEL Corporation reserves the right to place as many inspectors as may be deemed necessary at the builders' works who shall have free access to all drawings and work to be sure all provisions of this specification are complied with.

4. Welding

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

GENERAL DIMENSIONS

Length, Inside	50' 6"
Width, Inside	9' 3 1/2"
Height, Inside	11' 0"
Length over End Sills	51' 0 3/8"
Length over Strikers	53' 4 3/4"
Length over Pulling Face of Coupler	57' 9 1/4"
Truck Centers	41' 2 3/4"
Height - Top of Rail to Threshold	3' 8 11/16"
Width of Side Door Opening (Clear)	10' 0"
Height of Side Door Opening (Clear)	10' 5"
Estimated Light Weight	60,000 lb.
Cubic Capacity	5,160 cu. ft.
AAR Clearance	Plate C

BRAKES

1. "A-B" brake equipment is to be cleaned, oiled, tested and stenciled (COT & S) as of date released from the plant. COT & S is to be performed in accordance with Air Brake Co. Instruction Leaflet #2391, latest revision.
2. Angle cock and combined dirt collector and cut-out cock are to be inspected and replaced with an "O" ring seal key type cock, or ball type angle cock.
3. Existing vertical wheel handbrake is to be replaced with a reconditioned or new handbrake. Handbrake is to be relocated to the low position. Reconditioned handbrake is to be upgraded to AAR 1966 handbrake.
4. Retaining valve is to be removed from the end of the car and relocated to an underframe member adjacent to the A-B valve in accordance with AAR Manual, page E-45. Retaining valve must be 1967 - 3 position valve.
5. Angle cock hose is to be replaced as required per Interchange Rule #5-A.
6. Angle cock location is to be checked for compliance with AAR Interchange Rule #4-E-2 and relocated if required.
7. Brake cylinder release valve will be required, if car is not so equipt.
- 7a. Brake cylinder release valve is to be applied using left hand adapter for single release rod arrangement. A new release rod is to be used and have additional lug applied for connection to the release valve. See Air Brake Specification 2518 for application and arrangement of release valve and left hand adapter.
8. AAR approved double acting Group E automatic slack adjuster is to be applied.
- 8a. New fulcrum lever bracket is to be relocated.
- 8b. Cylinder and fulcrum levers are to be redrilled to account for composition brake shoes.
- 8c. First car is to have ALL brake shoes removed and new shoes applied. Based on new shoe conditions, lever angularity, etc., are to be established for the remainder of the program.
- 8d. Safety hanger and body lever guides are to be applied.
9. 1-1/4" dia. trainline and 1" branch pipe are to have socket welded type flange fittings applied. 1-1/4" split ring butt welded flange fittings are to be used to eliminate large access holes in the underframe members, where required.

Brake pipe restriction test is to be performed on each car in accordance with Air Brake Specification 2518.

3/4" and 3/8" dia. pipes are to have socket welded type flange fittings applied.

- 10. Welded type brake pipe clamps are to be applied as required. Pipe clamp spacing is not to exceed 8'0".

Existing "U" bolt type pipe clamps are to be inspected to insure that clamps have the flattened contact surface not less than the diameter of the bolt. This does not apply to angle cock "U" bolts or retaining valve pipe "U" bolts.

- 11. High strength bolts are to be applied securing the combined reservoir and A-B valve pipe bracket to the car body brackets if car is not so equipped. The self-locking nuts on these high strength bolts are to be tightened with no more force than normally used with non-high strength bolts to avoid damage to castings.

Self-locking nuts are to be applied to the following air brake equipment if the car is not so equipped:

- a) A-B valve pipe bracket to car body bracket
- b) Reservoir to car body bracket
- c) Brake cylinder to car body bracket
- d) Retaining valve to car body bracket
- e) Branch pipe tee to car body bracket
- f) Angle cock "U" bolts

- 12. Brake pins are to be replaced as required per AAR Interchange Rule #9.
- 13. Brake levers and connection rods are to be replaced or repaired as required per AAR Interchange Rule #11.
- 14. Brake rigging is to be adjusted to obtain approximately 7" piston travel at 50 PSI cylinder pressure.
- 15. Release rod is to protrude either thru or under the new side sill reinforcement.
- 16. New brake lever badge plate is to be applied to crossbearer or center sill adjacent to the brake cylinder.
- 17. Existing bellcrank is to be replaced with a AAR 1966 bellcrank.
- 18. Air brake cylinder and reservoir are to be rebuilt in accordance with Air Brake company leaflet number 2391.
- 19. Brake rigging is to be modified to accomodate composition brake shoes.
- 20. Cars must be tested per Instruction Pamphlet 5039-4, Suppl. #1, prior to application of air brakes COT&S and IDT date.
- 21. Brake Beams are to be replaced, in kind, with new or reconditioned brake beams.
- 22. Cars are to receive a static dynamometer brake shoe test as defined on Page E-4, latest revision, in the AAR Manual of Standards and Recommended Practices.

CAR BODY

1. Existing door posts are to be removed and relocated to provide for a 10'0" clear door width centered on the centerline of car.
2. Side sill is to be coped out in the doorway area to accommodate new threshold plate.
3. A new 10'0" lg. threshold plate is to be applied. Application to be by welding. New threshold plate support angle is to be applied by welding.
4. Existing side sheets are to be patched as required, maintaining 1/8" thick 6" x 6" or 6" X 12" standard size patches wherever possible. If side sheets are deteriorated at the side sill for any length, a complete 1/8" thick patch is to be applied from the original door post location to the corrugated end flange at the end of the car. Application of patches to be by welding. All patches are to extend at least 1" beyond crack or hole.
5. A 3/8" X 23" X 26" "L" shaped gusset is to be applied to the exterior of the car connecting the door post, side sill, side sill reinforcement and crossbearer together.

Application to be by two-piece rivet type fasteners.

6. End sills are to be repaired as required. Repair is to consist of "V"ing, welding and application of reinforcing angle on inside of end sill when end sill is fractured at one location. When end sills are fractured in more than one location, a fabricated reinforcement angle is to be applied to box in the end sill. End sills are to be replaced in kind if section is broken out and missing.
7. End and side sheets are to be straightened as required. Side posts are to be straightened to be within 3/8" of vertical wherever possible.
8. Corrugated ends are to be straightened to be within 1/2" of vertical wherever possible.
9. Existing inside height is to be increased to 11'-0" by cutting the side plate and top corrugated end sheet loose. Side posts are to have 12" extensions added and a 12" end and side sheet extension is to be applied. Roof is then to be re-applied. Application to side posts and end sheet to be by two-piece huck type fasteners.

COUPLERS AND DRAFT GEARS

1. Couplers, draft gears, yokes, follower blocks, and draft keys are to be removed.
2. Couplers are to be replaced with reconditioned BE-60CHT type couplers which meet Rule #16.
3. Draft keys are to be replaced.
4. Coupler operating rods are to be renewed as required. Clearance between operating rod eye and locklift lever is to be adjusted within 1/4" to 1/2".
5. Coupler height is to be adjusted within the range of 32-1/2" to 34-1/2" on the empty car. Adjustment to be accomplished by shimming with C-1045 wear plates at coupler carrier. Application to be by welding. Wear plate design and application to be in accordance with AAR Interchange Rule 16-E-12, 13 & 14, see attached. If additional adjustment is required due to minimum coupler shank to striker clearance, shims are to be added at the truck springs and/or bolster center plate area in accordance with Interchange Rule 16-E-13a.
6. Cars are to be equipt with a 10 inch Freightmaster end of car cushioning unit.

Application to be per Freightmaster instructions.

DOORS

1. Existing 8 ft. door opening is to be increased to 10'0" wide by relocating the door posts. New door opening is to be centered on the centerline of car.
2. New door front stop weather guard and rear spark strip are to be applied by welding. Gap at door post face between door post and car side parts is to be caulked. Outside lap joint of car side part is also to be caulked.
3. New hasp holder, safety stop, top retainer, top and bottom rear stops, 10'0" door, etc., are to be applied.
4. Route board at door is to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
5. Placard boards at door are to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
6. Doors are furnished complete with safety hangers and antipilferage devices.
7. No direct light is to be seen when door is closed and inspected from inside of car. Reflective light is permissible.

INTERIOR

1. New 1 3/4" 50,000 lb capacity nailable steel is to be applied.
2. Decking fillers at the bolster, crossbearer and over the center sill are to be of steel. Attachment to be by welding.
3. New grain strips are to be applied between the side posts.
4. New side lining is to be 3/4" exterior grade A-C plywood.
5. New end lining is to be 3/4" exterior grade A-C plywood.

It is to be applied vertically. Lining is to be applied to the end nailers by 8d ring shank gun type nails. Nailheads are to be set below the surface of the lining.

6. New door post nailers are to be applied with three (3) 1/2" dia. #3 head plow bolts or welded studs whichever is standard to car.
7. Caulking is to be applied at the bottom of door, side and end posts to the deck area and threshold plate area.
8. New end nailers are to be applied. End nailers are to be fastened to the steel end with 1/2" dia. weld studs, washers and square speed lock nuts.
9. Side and corner post nailers are to be replaced as required when rotted or excessively split. Replacement side and corner post nails are to be secured by (3) 1/2" dia. bolts and lock nuts. All other side and corner post nailer fasteners are to be checked for tightness and tightened as required.
10. Cars are to be equipt with four (4) DF-2 belt rails per quarter.

PAINTING & STENCILLING

1. Exterior of car is to be cleaned by sandblasting prior to painting. The following parts are to be suitably protected from blast abrasive:
 - Air brake equipment
 - Handbrake
 - Slack adjustor
 - Couplers
 - Draft gears
 - Coupler yokes
2. Exterior of car is to receive one heavy coat of primer. Trucks are to be painted black.

Underframe is to receive one coat of black paint. Interior and exterior of roof are not to be primed or finish painted.
3. Basic AAR stencilling will be applied in accordance with AAR Manual of Standards, page L37-39A.

Cars are to be light weighed and stencilled in accordance with Interchange Rule 70.
4. Angle cock hose, A-B valve vent protector, couplers, slack adjuster and wheels are to be suitably protected from paint.
5. Consolidated stencil is to be applied in accordance with Interchange Rule #80.
6. "Retaining Valve" stencil and arrow are to be applied on side sill reinforcement in valve area.
7. Any new or renewed side or end sheet is to receive one coat of primer on the interior side.
8. Existing EH stencil is to be reduced by 1" account of removal of running boards.
9. Existing IH stencil to be increased to indicate 11'0" interior height.
10. "50K" in 1-1/2" letters and numbers is to be stencilled adjacent to left-side of door, on side sheet, at floor line.
11. Car is to be stencilled "Rebuilt, etc., as month and year dates are applicable at time of shipment."
12. Finish paint specifications will be supplied by customer.
13. "2 in. Comp Shoes" in 2 inch letters is to be stencilled on all four (4) corners of the car.

ROOFS

1. Running boards are to be removed. Running board saddles, supports, etc. are not to be removed.

SAFETY APPLIANCES

1. 3/4" dia. horizontal end handholds are to be applied at both ends of the car in accordance with DOT requirements. The long horizontal handholds on the "A" & "B" end of the car are to have an intermediate support.

Application of handholds to be by 1/2" dia. rivets minimum or two-piece rivet type fasteners.

2. "A" & "B" end and side ladders are to be shortened to a four grab ladder in accordance with DOT requirement.
3. Handbrake and step are to be lowered.
4. All ladders, grabs, steps, etc., are to be straightened or replaced as required.
5. A crossover step is to be applied to the "A" end of the car.

TRUCKS

1. Trucks are to be removed from car and dismantled for inspection. All trucks will be 70-Ton capacity with 6" x 11" journals.
2. Truck bolsters are to be inspected and repaired. Bolsters which are condemned per Interchange Rule 47 are to be replaced with serviceable secondhand bolsters meeting this Rule. Worn bolsters are to be repaired per Interchange Rule 47. Bolsters which are cracked are not to be repaired, but replaced in kind.

Worn gibs, regardless of degree of wear, and wear plates are to be repaired and applied in accordance with Interchange Rule 47.

Stabilizing friction shoe pockets are to be repaired, regardless of degree of wear, in accordance with vendor's repair specifications.

3. Truck side frames are to be inspected and repaired. Side frames which are condemned per Interchange Rule 48 are to be replaced with serviceable secondhand side frames meeting this Rule. Worn side frames are to be repaired per Interchange Rule 48. Side frames which are cracked are not to be repaired but replaced in kind.

Side frame column wear plates are to be replaced. Wear plates to be C-1045 material. Application to be by welding. Pedestal roof liners are to be applied for Interchange Rule #48 if required.

4. Lube dates, stencil, etc., is to be in accordance with Interchange Rule 26.
5. Truck stabilizing friction shoes are to be replaced.
6. Truck springs are to be removed, inspected, tested, gauged & regrouped per Interchange Rule 50 (A). Springs condemned by this rule are to be replaced with secondhand serviceable springs complying with Rule 50. Spring group is to be for gross rail load of 220,000#.
7. Trucks are to be equipped with #18 serviceable brake beams. Brake beams are to be replaced with new or reconditioned brake beams. Beams are to be replaced in kind standard to truck.

Brake heads on brake beams are to be modified for rejection lugs for cast iron shoes per page E-84C of the Manual of Standards and Recommended Practices.

8. Cast iron brake shoes are to be replaced with new 2" composition shoes.
9. Bolster center plates are to be lined with "Hollube" type wear liner.
10. Roller bearing adapters are to be replaced.

11. Roller bearings are to be replaced with reconditioned NFL type roller bearings.
12. Axle Journals are to be inspected, when roller bearings are removed, per Para. 1 B17 of Section 1 of the Wheel and Axle Manual. Those axles found to be defective are to be replaced with serviceable secondhand axles meeting AAR Interchange Rule #43.
13. Cars are equipt with two-wear wheels, these wheels will be turned to full flange contour. Wheels not able to be turned will be replaced with one-wear Class U CJ-33 wheels.

Wheels are to be turned per AAR Wheel and Axle Manual, latest revision.

14. Brake beam wear plates are to be renewed.

UNDERFRAME

1. Body bolsters are to be replaced. New body bolsters are to be fabricated. Bottom cover plate, bolster webs at 12" spacing, side bearing reinforcement and bolster end cap are to be fabricated as a sub-assembly by welding. This sub-assembly is then joined to the bolster top cover plate equalizing the gap between the sub assembly halves such that the distance to each sub assembly from the center line of the top cover plate is equal with 1/16". This assembly is welded with a 3/8" fillet weld.

Attachment to the bolster top cover plate is by 3/8" slot welding and to the bolster webs by a 3/16" bevel and 5/16" fillet weld. Bolster sole plate to be applied.

2. Crossbearers are to be repaired as required. Fractured cover plates are to be repaired by applying an additional 7" X 3/8" thick tie plate on existing cover plates. Attachment to be by welding.
3. Crossties are to be straightened and repaired as required.
4. Body center plates are to be replaced.
5. Existing side sill reinforcement is to remain and a new 15" X 4" X 5/16" formed angle shaped reinforcement is to be applied. Attachment to side sill angle is to be by continuous 1/4" fillet weld. Attachment to bolster, crossbearers, and existing side sill reinforcement is to be by 5/8" dia. two piece rivet type fasteners.

Gussets between new side sill reinforcement and each underframe member are to be applied. Attachment to be by welding.

6. A 4" X 1/4" X 14" long jacking pad is to be applied at each bolster area. Attachment to be by welding.
7. Body side bearing clearance is to be adjusted to be within 3/16" to 5/16" clearance per Interchange Rule 47-E-2. Clearances to be obtained by shimming body side bearings or truck center plates, if required, per Interchange Rule 47-E-3.
8. Center sills are to be inspected and if fractured are to be repaired in accordance with Interchange Rule 57.
9. Sixteen new crossties are to be applied between the existing underframe members of car. New crossties to be 4"1 @ 7.7 lbs/ft.
10. Cars are to be modified to accept a 10 inch Freightmaster end of car cushioning device.

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MISCELLANEOUS

1. New routing and placard boards are to be applied. Location of boards to be in accordance with attached copy of AAR Manual, Page C-18, latest revision.
Routing and placard boards are to be 3/4" thick exterior grade B-C plywood. Attachment of brackets to car body to be by welding.
2. The interior of each car is to be cleaned and in suitable condition acceptable for loading when released.
3. New defect card holder is to be applied by welding on the "BR" corner of car in accordance with Interchange Rule 71.

ATTACHMENT II

This specification covers the rebuilding of 100 50' 6" 70-ton Plate "C" XL boxcars for the Atlantic and Western R.R. Cars to be used for this lot will be taken from FGE series RBNX 90,000-90,200.

1. General Requirements

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars".

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, Templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V. of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Inspections

ITEL Corporation reserves the right to place as many inspectors as may be deemed necessary at the builders' works who shall have free access to all drawings and work to be sure all provisions of this specification are complied with.

4. Welding

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

GENERAL DIMENSIONS

Length, Inside	50' 6"
Width, Inside	9' 3 1/2"
Height, Inside	11' 0"
Length over End Sills	51' 0 3/8"
Length over Strikers	53' 4 3/4"
Length over Pulling Face of Coupler	57' 9 1/4"
Truck Centers	41' 2 3/4"
Height - Top of Rail to Threshold	3' 8 11/16"
Width of Side Door Opening (Clear)	10' 0"
Height of Side Door Opening (Clear)	10' 5"
Estimated Light Weight	60,000 lb.
Cubic Capacity	5,160 cu. ft.
AAR Clearance	Plate C

BRAKES

1. "A-B" brake equipment is to be cleaned, oiled, tested and stenciled (COT & S) as of date released from the plant. COT & S is to be performed in accordance with Air Brake Co. Instruction Leaflet #2391, latest revision.
2. Angle cock and combined dirt collector and cut-out cock are to be inspected and replaced with an "O" ring seal key type cock, or ball type angle cock.
3. Existing vertical wheel handbrake is to be replaced with a reconditioned or new handbrake. Handbrake is to be relocated to the low position. Reconditioned handbrake is to be upgraded to AAR 1966 handbrake.
4. Retaining valve is to be removed from the end of the car and relocated to an underframe member adjacent to the A-B valve in accordance with AAR Manual, page E-45. Retaining valve must be 1967 - 3 position valve.
5. Angle cock hose is to be replaced as required per Interchange Rule #5-A.
6. Angle cock location is to be checked for compliance with AAR Interchange Rule #4-E-2 and relocated if required.
7. Brake cylinder release valve will be required, if car is not so equipt.
- 7a. Brake cylinder release valve is to be applied using left hand adapter for single release rod arrangement. A new release rod is to be used and have additional lug applied for connection to the release valve. See Air Brake Specification 2518 for application and arrangement of release valve and left hand adapter.
8. AAR approved double acting Group E automatic slack adjuster is to be applied.
- 8a. New fulcrum lever bracket is to be relocated.
- 8b. Cylinder and fulcrum levers are to be redrilled to account for composition brake shoes.
- 8c. First car is to have ALL brake shoes removed and new shoes applied. Based on new shoe conditions, lever angularity, etc., are to be established for the remainder of the program.
- 8d. Safety hanger and body lever guides are to be applied.
9. 1-1/4" dia. trainline and 1" branch pipe are to have socket welded type flange fittings applied. 1-1/4" split ring butt welded flange fittings are to be used to eliminate large access holes in the underframe members, where required.

Brake pipe restriction test is to be performed on each car in accordance with Air Brake Specification 2518.

3/4" and 3/8" dia. pipes are to have socket welded type flange fittings applied.

- 10. Welded type brake pipe clamps are to be applied as required. Pipe clamp spacing is not to exceed 8'0".

Existing "U" bolt type pipe clamps are to be inspected to insure that clamps have the flattened contact surface not less than the diameter of the bolt. This does not apply to angle cock "U" bolts or retaining valve pipe "U" bolts.

- 11. High strength bolts are to be applied securing the combined reservoir and A-B valve pipe bracket to the car body brackets if car is not so equipped. The self-locking nuts on these high strength bolts are to be tightened with no more force than normally used with non-high strength bolts to avoid damage to castings.

Self-locking nuts are to be applied to the following air brake equipment if the car is not so equipped:

- a) A-B valve pipe bracket to car body bracket
- b) Reservoir to car body bracket
- c) Brake cylinder to car body bracket
- d) Retaining valve to car body bracket
- e) Branch pipe tee to car body bracket
- f) Angle cock "U" bolts

- 12. Brake pins are to be replaced as required per AAR Interchange Rule #9.
- 13. Brake levers and connection rods are to be replaced or repaired as required per AAR Interchange Rule #11.
- 14. Brake rigging is to be adjusted to obtain approximately 7" piston travel at 50 PSI cylinder pressure.
- 15. Release rod is to protrude either thru or under the new side sill reinforcement.
- 16. New brake lever badge plate is to be applied to crossbearer or center sill adjacent to the brake cylinder.
- 17. Existing bellcrank is to be replaced with a AAR 1966 bellcrank.
- 18. Air brake cylinder and reservoir are to be rebuilt in accordance with Air Brake company leaflet number 2391.
- 19. Brake rigging is to be modified to accomodate composition brake shoes.
- 20. Cars must be tested per Instruction Pamphlet 5039-4, Suppl. #1, prior to application of air brakes COT&S and IDT date.
- 21. Brake Beams are to be replaced, in kind, with new or reconditioned brake beams.
- 22. Cars are to receive a static dynamometer brake shoe test as defined on Page E-4, latest revision, in the AAR Manual of Standards and Recommended Practices.

CAR BODY

1. Existing door posts are to be removed and relocated to provide for a 10'0" clear door width centered on the centerline of car.
2. Side sill is to be coped out in the doorway area to accommodate new threshold plate.
3. A new 10'0" lg. threshold plate is to be applied. Application to be by welding. New threshold plate support angle is to be applied by welding.
4. Existing side sheets are to be patched as required, maintaining 1/8" thick 6" x 6" or 6" X 12" standard size patches wherever possible. If side sheets are deteriorated at the side sill for any length, a complete 1/8" thick patch is to be applied from the original door post location to the corrugated end flange at the end of the car. Application of patches to be by welding. All patches are to extend at least 1" beyond crack or hole.
5. A 3/8" X 23" X 26" "L" shaped gusset is to be applied to the exterior of the car connecting the door post, side sill, side sill reinforcement and crossbearer together.

Application to be by two-piece rivet type fasteners.
6. End sills are to be repaired as required. Repair is to consist of "V"ing, welding and application of reinforcing angle on inside of end sill when end sill is fractured at one location. When end sills are fractured in more than one location, a fabricated reinforcement angle is to be applied to box in the end sill. End sills are to be replaced in kind if section is broken out and missing.
7. End and side sheets are to be straightened as required. Side posts are to be straightened to be within 3/8" of vertical wherever possible.
8. Corrugated ends are to be straightened to be within 1/2" of vertical wherever possible.
9. Existing inside height is to be increased to 11'-0" by cutting the side plate and top corrugated end sheet loose. Side posts are to have 12" extensions added and a 12" end and side sheet extension is to be applied. Roof is then to be re-applied. Application to side posts and end sheet to be by two-piece huck type fasteners.

COUPLERS AND DRAFT GEARS

1. Couplers, draft gears, yokes, follower blocks, and draft keys are to be removed.
2. Couplers are to be replaced with reconditioned BE-60CHT type couplers which meet Rule #16.
3. Draft keys are to be replaced.
4. Coupler operating rods are to be renewed as required. Clearance between operating rod eye and locklift lever is to be adjusted within 1/4" to 1/2".
5. Coupler height is to be adjusted within the range of 32-1/2" to 34-1/2" on the empty car. Adjustment to be accomplished by shimming with C-1045 wear plates at coupler carrier. Application to be by welding. Wear plate design and application to be in accordance with AAR Interchange Rule 16-E-12, 13 & 14, see attached. If additional adjustment is required due to minimum coupler shank to striker clearance, shims are to be added at the truck springs and/or bolster center plate area in accordance with Interchange Rule 16-E-13a.
6. Cars are to be equip with a 10 inch Freightmaster end of car cushioning unit.

Application to be per Freightmaster instructions.

DOORS

1. Existing 8 ft. door opening is to be increased to 10'0" wide by relocating the door posts. New door opening is to be centered on the centerline of car.
2. New door front stop weather guard and rear spark strip are to be applied by welding. Gap at door post face between door post and car side parts is to be caulked. Outside lap joint of car side part is also to be caulked.
3. New hasp holder, safety stop, top retainer, top and bottom rear stops, 10'0" door, etc., are to be applied.
4. Route board at door is to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
5. Placard boards at door are to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
6. Doors are furnished complete with safety hangers and antipilferage devices.
7. No direct light is to be seen when door is closed and inspected from inside of car. Reflective light is permissible.

INTERIOR

- 1. New 1 3/4" 50,000 lb capacity nailable steel is to be applied.
- 2. Decking fillers at the bolster, crossbearer and over the center sill are to be of steel. Attachment to be by welding.
- 3. New grain strips are to be applied between the side posts.
- 4. New side lining is to be 3/4" exterior grade A-C plywood.
- 5. New end lining is to be 3/4" exterior grade A-C plywood.

It is to be applied vertically. Lining is to be applied to the end nailers by 8d ring shank gun type nails. Nailheads are to be set below the surface of the lining.

- 6. New door post nailers are to be applied with three (3) 1/2" dia. #3 head plow bolts or welded studs whichever is standard to car.
- 7. Caulking is to be applied at the bottom of door, side and end posts to the deck area and threshold plate area.
- 8. New end nailers are to be applied. End nailers are to be fastened to the steel end with 1/2" dia. weld studs, washers and square speed lock nuts.
- 9. Side and corner post nailers are to be replaced as required when rotted or excessively split. Replacement side and corner post nails are to be secured by (3) 1/2" dia. bolts and lock nuts. All other side and corner post nailer fasteners are to be checked for tightness and tightened as required.
- 10. Cars are to be equipt with four (4) DF-2 belt rails per quarter.

PAINTING & STENCILLING

- 1. Exterior of car is to be cleaned by sandblasting prior to painting. The following parts are to be suitably protected from blast abrasive:

- Air brake equipment
- Handbrake
- Slack adjustor
- Couplers
- Draft gears
- Coupler yokes

- 2. Exterior of car is to receive one heavy coat of primer. Trucks are to be painted black.

Underframe is to receive one coat of black paint. Interior and exterior of roof are not to be primed or finish painted.

- 3. Basic AAR stencilling will be applied in accordance with AAR Manual of Standards, page L37-39A.

Cars are to be light weighed and stencilled in accordance with Interchange Rule 70.

- 4. Angle cock hose, A-B valve vent protector, couplers, slack adjuster and wheels are to be suitably protected from paint.

- 5. Consolidated stencil is to be applied in accordance with Interchange Rule #80.

- 6. "Retaining Valve" stencil and arrow are to be applied on side sill reinforcement in valve area.

- 7. Any new or renewed side or end sheet is to receive one coat of primer on the interior side.

- 8. Existing EH stencil is to be reduced by 1" account of removal of running boards.

- 9. Existing IH stencil to be increased to indicate 11'0" interior height.

- 10. "50K" in 1-1/2" letters and numbers is to be stencilled adjacent to left-side of door, on side sheet, at floor line.

- 11. Car is to be stencilled "Rebuilt, etc., as month and year dates are applicable at time of shipment."

- 12. Finish paint specifications will be supplied by customer.

- 13. "2 in. Comp Shoes" in 2 inch letters is to be stencilled on all four (4) corners of the car.

ROOFS

1. Running boards are to be removed. Running board saddles, supports, etc. are not to be removed.

SAFETY APPLIANCES

1. 3/4" dia. horizontal end handholds are to be applied at both ends of the car in accordance with DOT requirements. The long horizontal handholds on the "A" & "B" end of the car are to have an intermediate support.

Application of handholds to be by 1/2" dia. rivets minimum or two-piece rivet type fasteners.

2. "A" & "B" end and side ladders are to be shortened to a four grab ladder in accordance with DOT requirement.
3. Handbrake and step are to be lowered.
4. All ladders, grabs, steps, etc., are to be straightened or replaced as required.
5. A crossover step is to be applied to the "A" end of the car.

TRUCKS

1. Trucks are to be removed from car and dismantled for inspection. All trucks will be 70-Ton capacity with 6" x 11" journals.
2. Truck bolsters are to be inspected and repaired. Bolsters which are condemned per Interchange Rule 47 are to be replaced with serviceable secondhand bolsters meeting this Rule. Worn bolsters are to be repaired per Interchange Rule 47. Bolsters which are cracked are not to be repaired, but replaced in kind.

Worn gibs, regardless of degree of wear, and wear plates are to be repaired and applied in accordance with Interchange Rule 47.

Stabilizing friction shoe pockets are to be repaired, regardless of degree of wear, in accordance with vendor's repair specifications.

3. Truck side frames are to be inspected and repaired. Side frames which are condemned per Interchange Rule 48 are to be replaced with serviceable secondhand side frames meeting this Rule. Worn side frames are to be repaired per Interchange Rule 48. Side frames which are cracked are not to be repaired but replaced in kind.

Side frame column wear plates are to be replaced. Wear plates to be C-1045 material. Application to be by welding. Pedestal roof liners are to be applied for Interchange Rule #48 if required.

4. Lube dates, stencil, etc., is to be in accordance with Interchange Rule 26.
5. Truck stabilizing friction shoes are to be replaced.
6. Truck springs are to be removed, inspected, tested, gauged & regrouped per Interchange Rule 50 (A). Springs condemned by this rule are to be replaced with secondhand serviceable springs complying with Rule 50. Spring group is to be for gross rail load of 220,000#.
7. Trucks are to be equipped with #18 serviceable brake beams. Brake beams are to be replaced with new or reconditioned brake beams. Beams are to be replaced in kind standard to truck.

Brake heads on brake beams are to be modified for rejection lugs for cast iron shoes per page E-84C of the Manual of Standards and Recommended Practices.

8. Cast iron brake shoes are to be replaced with new 2" composition shoes.
9. Bolster center plates are to be lined with "Hollube" type wear liner.
10. Roller bearing adapters are to be replaced.

- 11. Roller bearings are to be replaced with reconditioned NFL type roller bearings.
- 12. Axle Journals are to be inspected, when roller bearings are removed, per Para. 1 B17 of Section 1 of the Wheel and Axle Manual. Those axles found to be defective are to be replaced with serviceable secondhand axles meeting AAR Interchange Rule #43.
- 13. Cars are equipt with two-wear wheels, these wheels will be turned to full flange contour. Wheels not able to be turned will be replaced with one-wear Class U CJ-33 wheels.

Wheels are to be turned per AAR Wheel and Axle Manual, latest revision.

- 14. Brake beam wear plates are to be renewed.

EXHIBIT C

[FORM OF INSPECTION CERTIFICATE]

Reference is made to the Railroad Car Rebuilding Agreement between ITEL CORPORATION, EQUIPMENT MANAGEMENT DIVISION, and KOSSIS MAGRISH COMPANY dated May 24, 1979 (the "Agreement").

The undersigned does hereby certify that the Sample Railroad Car whose serial number is listed below, is acceptable to the Inspector and based on a visual inspection appears to be in conformity with the specifications, drawings and Bills of Material for Railroad Cars referred to in the Agreement.

Dated: _____, 1979

Inspector

Serial Number

SCHEDULE F

COMPLETION CERTIFICATE

The undersigned hereby certifies that the rebuilding of Hulks No. _____ into XL Railroad Cars has been completed in accordance with the Specifications and Drawings annexed to that certain Construction Contract between the undersigned and _____ ("Owner"), dated _____, 1979.

The aforesaid Railroad Cars are being delivered to the Owner free and clear of all claims, lien, security interests and other encumbrances, and the undersigned covenants to defend the Owner's title to such Railroad Cars against the demands of any persons based upon claims originating prior to delivery of such Railroad Cars by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Completion Certificate this _____ day of _____, 1979.

ITEL CORPORATION, EQUIPMENT MANAGEMENT
DIVISION

By: _____

SCHEDULE E

[FORM OF ACCEPTANCE CERTIFICATE]

The Railroad Cars whose serial numbers are listed below are accepted by me as Owner's Inspector in accordance with Section 2(h) of the Construction Contract between Itel Corporation and _____ ("Owner") dated _____, 1979.

Dated: _____, 1979

Inspector

Total Number of Railroad Cars: _____

Railroad Car Serial Numbers:

SCHEDULE D

Material Escalation Index

<u>Description</u>	<u>Parts Per Car Set</u>	A.)	B.)
		<u>March 30, 1979 Car Set Price</u>	<u>Final Car Set Price</u>
1. Roller Bearings (6 X 11)	8	\$ 940.00	
2. End-of-Car Cushioning (10")	2	2,912.00	
3. Belt Rails (16 - 20' Rails)	16	800.00	
4. Nailable Steel Flooring	76	1,366.00	
5. 10' Sliding Doors	2	1,653.00	
6. Wheels	8	1,560.00	
7. Axles	4	1,146.00	
8. Air Brake Equipment (Estimated)	-	426.00	
9. Lumber (Estimated)	-	1,268.00	
10. Fabricated Steel (Estimated)	-	2,770.00	
		\$14,841.00	

This material escalation index is only for use in calculating material price escalation in the contract. It should not be assumed that all railroad cars will contain all the above parts or be subject to exactly the same material price escalation.

The escalation price per car will be the difference between Column B) delivered to ITEL prices and Column A) March 30, 1979 prices to the extent Column B) exceeds Column A). Completion of this Schedule will be on or before notification specified in section 3(a) of the Construction Contract to the financial institution and Agent designated in Schedule A.

UNDERFRAME

1. Body bolsters are to be replaced. New body bolsters are to be fabricated. Bottom cover plate, bolster webs at 12" spacing, side bearing reinforcement and bolster end cap are to be fabricated as a sub-assembly by welding. This sub-assembly is then joined to the bolster top cover plate equalizing the gap between the sub assembly halves such that the distance to each sub assembly from the center line of the top cover plate is equal with 1/16". This assembly is welded with a 3/8" fillet weld.

Attachment to the bolster top cover plate is by 3/8" slot welding and to the bolster webs by a 3/16" bevel and 5/16" fillet weld. Bolster sole plate to be applied.

2. Crossbearers are to be repaired as required. Fractured cover plates are to be repaired by applying an additional 7" X 3/8" thick tie plate on existing cover plates. Attachment to be by welding.
3. Crossties are to be straightened and repaired as required.
4. Body center plates are to be replaced.
5. Existing side sill reinforcement is to remain and a new 15" X 4" X 5/16" formed angle shaped reinforcement is to be applied. Attachment to side sill angle is to be by continuous 1/4" fillet weld. Attachment to bolster, crossbearers, and existing side sill reinforcement is to be by 5/8" dia. two piece rivet type fasteners.

Gussets between new side sill reinforcement and each underframe member are to be applied. Attachment to be by welding.

6. A 4" X 1/4" X 14" long jacking pad is to be applied at each bolster area. Attachment to be by welding.
7. Body side bearing clearance is to be adjusted to be within 3/16" to 5/16" clearance per Interchange Rule 47-E-2. Clearances to be obtained by shimming body side bearings or truck center plates, if required, per Interchange Rule 47-E-3.
8. Center sills are to be inspected and if fractured are to be repaired in accordance with Interchange Rule 57.
9. Sixteen new crossties are to be applied between the existing underframe members of car. New crossties to be 4" I @ 7.7 lbs/ft.
10. Cars are to be modified to accept a 10 inch Freightmaster end of car cushioning device.

MISCELLANEOUS

1. New routing and placard boards are to be applied. Location of boards to be in accordance with attached copy of AAR Manual, Page C-18, latest revision.

Routing and placard boards are to be 3/4" thick exterior grade B-C plywood. Attachment of brackets to car body to be by welding.

2. The interior of each car is to be cleaned and in suitable condition acceptable for loading when released.
3. New defect card holder is to be applied by welding on the "BR" corner of car in accordance with Interchange Rule 71.

Interstate Commerce Commission
Washington, D.C. 20423

7/16/79

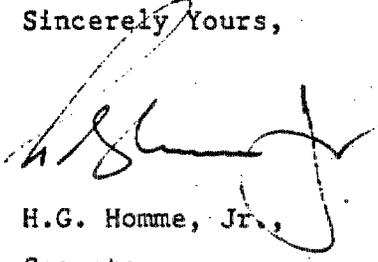
OFFICE OF THE SECRETARY

Paul Willard
Itel Corp. (Rail Div)
Two Embarcadero Center
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 7/9/79 at 10:05am, and assigned recordation number(s) 10606

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)