

Interstate Commerce Commission
Washington, D.C. 20423

7/5/79

OFFICE OF THE SECRETARY

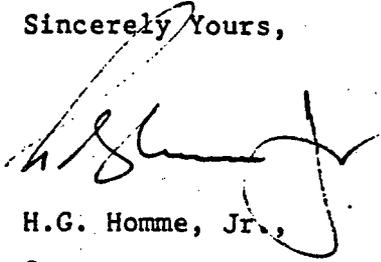
Paul Willard
IteI Corp.
Two Embarcadero Center
San Francisco, Calif. 94111

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 **7/3/79** at **10:30am** and assigned recordation number(s) **10572 & 10573**

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

Allways send two copies of recordations

Mrs. Lee

SE-30-T
(2/78)

RECORDATION NO. 10572 Filed 1425

JUL 3 1979 - 10 30 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 subcontractor to perform or to have performed all work, labor and

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

to make
drawing
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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 for the period of such

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: \

[Handwritten Signature]

ITEL CORPORATION, EQUIPMENT
MANAGEMENT DIVISION

By

Richard D. Dixon

Richard D. Dixon
Vice President

Its:

OWNER:

Name of Owner:

Stanley Moravitz
Elie Mac Moravitz

Address of Owner:

300 FOX CHAPEL ROAD APT 308
PITTSBURGH, PA 15238

By

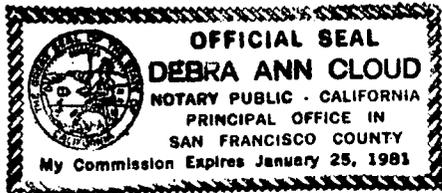
Its:

Witness:

[Handwritten Signature]

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

On May *30*, 1979, before me personally came *Richard D. Dyer* to me known, who, by me duly sworn, did depose and say that deponent resides at *116 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

Acknowledgement for Owner

If an individual:

STATE OF Pennsylvania)
COUNTY OF Allegheny)

On the 31st day of May, 1979, before me came Stanley Moravitz and Flo Mae Moravitz to me known to me to be the individuals described in, and who executed the foregoing instrument, and acknowledged to me that they 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 partnership:

STATE OF)
COUNTY OF) SS:

On the _____ day of May, 1979, before me came _____ to me known to be a partner in the firm of _____, and who executed the foregoing Agreement and acknowledged to me that he executed the same.

Notary Public

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 Stanley Moravitz & Flo Mae Moravitz

Address of Owner 300 Fox Chapel Road, Apt. 308

Pittsburgh, PA

Zip 15238

Identification Number of Owner's Hulks RBNX 90299, 90313, 90343, 90380, 90376

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 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

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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.

ATW:
50' 6" 70T PLATE 2" CAR.

BILL OF MATERIALS - ITEL RAIL DIVISION

BILL OF MATERIAL # 12-1726002

SUBJECT: REBUILD (100) 50'-70T¹⁰⁰ POCETS BEARING EQUIP. BOX CARS
IN SERIES: RBNX 50000-50199 BUILT BY KF-1552

JOURNAL BEARING EQUIP.
FOUR BEARING EQUIP. BOX CARS

SHEET 1 OF
DATE
PROGRAM NO. 1207

QTY	DESCRIPTION	NO. PER CAR	%	NO. PER 100 CARS	DRAWING NO.	DEVELOPED SIZE	MATERIAL SPECIFICATION	REMARKS	PURCHASING DEPT. INFORMATION
1	THROU-HOLE PLATE	2	100%	200	ITEL-007-1	2 5/8" x 16 1/2" FORMED STR. BAR	ASTM A-36	ANCHORAGE FABRICATED	
2	THROU-HOLE PLATE, AXLES	2	"	200	ditto	18" x 8" x 16 1/2" x 7" 10" FORMED STR. BAR	ditto		
3	SIDE SILL BEAM	2	"	200	ditto	3/4" x 15" x 10" FORMED STR. BAR	ditto		
4	DOOR POST TO SIDE SILL GUSSET	4	"	400	ditto	3/4" x 2 1/2" x 20 1/2" FOR STR. BAR	ditto	OFFSET GUSSET	
5	DOOR POST TO SIDE SILL GUSSET	4	"	400	ditto	3/4" x 2 1/2" x 20 1/2" FOR STR. BAR	ditto		
6	TRUSS POST TO TOP SIDE PLATE GUSSET	4	"	400	ditto	---	---	THROU-HOLE PER DRAWING	
7	DOOR POST TO TOP SIDE PLATE GUSSET	4	"	400	ditto	1/2" x 3 1/2" x 3" FOR STR. BAR	ASTM A-36	?	
8	GUSSET AT SIDE SILL BEAM AT XTR	10	100%	1000	ITEL-007-3	1/2" x 3 1/2" x 3" FOR STR. BAR	ditto		
9	GUSSET AT SIDE SILL BEAM AT XTR	4	"	400	ditto	1/2" x 3 1/2" x 3" FOR STR. BAR	ditto		
10	CROSS TIE (UNDER FRAME)	4	"	400	ditto	2" I.E. 1.5" x 4.4 1/2"	ditto		
11	"	14	"	1400	ditto	4" I.E. 7 1/2" x 4.4 1/2"	ditto		
12	STAKE ADJUSTER CONICAL LEVER	+	"	100	ITEL-007-4	3/4" x 1 1/2" x 3 1/2" FOR STR. BAR	ditto	USE EXISTING	
13	STAKE ADJUSTER CONICAL LEVER	1	"	100	ditto	3/4" x 1 1/2" x 3 1/2" FOR STR. BAR	ditto		
14	STAKE ADJUSTER CONICAL LEVER	1	"	100	ditto	1/2" x 6" FOR STR. BAR	ditto		
15	STAKE ADJUSTER SAFETY HANGER	1	"	100	ditto	1 1/2" x 3/8" FOR STR. BAR	ditto		
16	TOP END HANGER "A"-END	1	"	100	ditto	1/2" x DIA. STR. BAR	ditto		
17	TOP ROD "A"-END EXTENSION	1	"	100	ditto	1" DIA. ROD x 6'-6"	ditto		
18	RETAINING VALVE BRACKET	1	"	100	ditto	1/2" x 1'-3" FOR STR. BAR	ditto		
19	BRACKET TOP TIE PLATE	2	100%	200	ITEL-007-6	1/2" x 2'-0" x 5'-8" STR. PLATE	PERFORATED STR. PLATE		
20	HAND HOOD BRACKET	1	100%	100	ITEL-007-7	---	---	?	
21	RELEASE ROD	1	100%	100	ITEL-007-8	1/2" DIA. STR. BAR PERFORATED	ASTM A-36		
22	SIDE SHEET REPAIR MATERIAL	2	---	---	---	10 GA. STEEL SHEET	---		
23	DOOR LEVER	2	100%	200	ITEL-007-9	SINGLE HOLE	ASTM A-36		
24	DOOR LEVER GUIDE ROD	1	100%	100	ITEL-007-10	3/4" x 1 1/2" x 7 1/2"	ASTM A-36		
25	DOOR LEVER GUIDE ROD	1	100%	100	ITEL-007-11	1 x 7 x 14	ASTM A-36		
26	DOOR LEVER GUIDE ROD	2	100%	200	ITEL-007-12	1 x 5 x 10	ASTM A-36		

Schedule C
Bills of Material

Schedule C
Bills of Material

(DRAFT)

ATW: 50'6" TOP PLATE 'C' CAR.
 BILL OF MATERIAL # 12-170001
 SUBJECT: REBUILD (100) 50'-79 1/2" JOURNAL BEARING EQUIP. BOX CARS
 IN SERIES: RBNX 9000-2019 BUILT BY A.F. - 1952
 JOURNAL BEARING EQUIP. ROLLER BEARING EQUIP. BOX CARS
 REFINALARY

NO.	DESCRIPTION	NO. PER CAR	% CAR	NO. ORDERED	DRAWING NO.	DEVELOPED SIZE	MATERIAL SPECIFICATION	REMARKS	PURCHASING DEPT. INFORMATION
1	THRESHOLD PLATE	2	100%	200	ITEL-007-1	6" x 5 1/2" x 10'2" FORMED STL. BAR	A1771 A-36	PURCHASE FABRICATED	
2	THRESHOLD PLATE - ANGLE	2	100%	200	ditto	1 1/2" x 8" x 7 1/2" x 7'10"	ditto		
3	SIDE SILL BEARING	2	100%	200	ditto	3/4" x 15" x 10'2" FORMED STL. PLATE	ditto		
4	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. PLATE	ditto	OFFSET GUSSET	
5	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. BAR	ditto		
6	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. BAR	ditto		
7	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. BAR	ditto		
8	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. BAR	ditto		
9	DOOR POST TO TOP SIDE SILL GUSSET	4	100%	400	ditto	1/2" x 2 1/2" x 20 1/2" FAB. STL. BAR	ditto		
10	GUSSET AT SIDE SILL BEARING AT X-TIE	10	100%	1000	ITEL-007-3	1/4" x 3 1/2" x 3" FAB. STL. BAR	ASTM A-36	?	
11	GUSSET AT SIDE SILL BEARING AT X-BEARER	4	100%	400	ditto	1/4" x 3" x 3" FAB. STL. BAR	ditto		
12	CROSS-TIE (BEARING)	4	100%	400	ditto	3" I.C. 7.5" x 4'4 1/2"	ditto		
13	"	14	100%	1400	ditto	4" I.C. 7.1" x 4'4 1/2"	ditto		
14	SLACK ADJUSTER CONCAVE LEVER	1	100%	100	ITEL-007-4	1/2" x 3'4" FAB. STL. BAR	ditto	USE EXISTING	
15	SLACK ADJUSTER CONCAVE LEVER	1	100%	100	ditto	3/4" x 3" FAB. STL. BAR	ditto		
16	SLACK ADJUSTER CONVEX LEVER	1	100%	100	ditto	1/2" x 6" FAB. STL. BAR	ditto		
17	SLACK ADJUSTER SAFETY HAULGET	1	100%	100	ditto	1 1/2" x 3/8" FORM. STL. BAR	ditto		
18	TOP END HANGER "A" - END	1	100%	100	ditto	1/2" x DIA. STL. BAR	ditto		
19	TOP END EXTENSION	1	100%	100	ditto	1" DIA. ROD x 6'-6"	ditto		
20	RETAINING VALVE BRACKET	1	100%	100	ditto	1/2" x 1'-3" FORMED STL. PLATE	ditto		
21	ROOSTER TOP TIE PLATE	2	100%	200	ITEL # 007-6	1/2" x 2'-0" x 5'-8" STL. PLATE	ditto	FABRICATED STL. PLATE	
22	HAND HOLD BRACKET	1	100%	100	ITEL-007-7	1/2" DIA. STL. BAR FABRICATED	ASTM A-36	?	
23	RELEASE ROD	1	100%	100	ITEL-007-8	10 GA. STEEL SHEET			
24	SIDE SHEET REPAIR MATERIAL	2	100%	200	ITEL-007-9	SINGLE HOLE	ASTM A-36		
25	WHEELER BOTTOM TIE PLATE	2	100%	200	ITEL-007-10	3/8" x 1 1/2" x 7 1/4"			
26	SLACK ADJUSTER STABILIZER ROD	1	100%	100	ITEL-007-11	1 x 7 x 14			
27	TRUCK LEVER - LINK	2	100%	200	ITEL-007-12	1 x 5 x 10			
28	TRUCK LEVER - END	2	100%	200	ITEL-007-13	1 x 5 x 10			

NO.	DESCRIPTION	QTY	UNIT	%		LOADING NO.	MATERIAL	REMARKS
				100	100			
01	FABRICATED STEEL (cont)							
01	Floor-Hold-Board Support	+	100	100			N. 36	
01	Roof-Hold-Board Support	+	100	100			N. 36	
02								
03	END PLATFORM SUPPORT	4	100	400			N. 36	
04	END PLATFORM SUPPORT	4	100	400			N. 36	
05	END PLATFORM SUPPORT	2	100	200			N. 36	
06	CENTER RAIL LINE	2	100	20				100 TO 100 TON CARS
07	SEWER PLATE-LINER	2						100 SEWER CARS
08	ROCKET-BEARING BOARDS	8						MADE OUT STD. WELDED TYPE
09	ROCKET-BEARING BOARDS	8						ditto.
10	ROCKET-BEARING BOARDS	8						ditto.
11	ROCKET-BEARING BOARDS	8						ditto.
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193	"	8						ditto.
194	"							

CAR SPECIALTIES	NO. OF UNITS	% OF CAPACITY	QUANTITY	DEVELOPED SIZE	MARKETS	REMARKS
01 ROLLER BEARING METER	3	100%		6x11		IMPROVED DESIGN /
02 SLACK ADJUSTER	1	100%		DOUBLE JAW-AUTO-MATIC		NEW - DAVIS-UNION-PT
03 WHEELS	8	800%		CJ-33 CLASS U		CALL FOR INFO
04 WHEELS BEARING	4	400%		IMPROVED PARTS		RECONDITIONED
05 Roller Bearings	8	800%		6x11		NEW OR
06 COUPLER BODY	2	150%		EGG-CIT TYPE RIGID SHANK		RECONDITIONED
07 BRAKE BEAMS L.H.	2	300%		BODY ONLY		WITH PROJECTION LUGS
08 BRAKE BEAMS R.H.	2	300%		#18 UNIT TYPE L.H.		FOR COIL SPRING
09 BODY SIDE BEARING WEDGE	4	200%		#18 UNIT TYPE R.H.		ditto
10 BODY SIDE BEARING SHIM	4	200%				
11 BODY SIDE BEARING SHIM	4	400%				
12 TRUCK SIDE BEARING	4	40%		STUCKI 67% C		FORM BOX WITH
13 PLACED BOARDS	1	400%	ITEL #			ONE BEARING
14 ROUTE CARD BOARDS	2	200%				COMPLETE WITH
15 CHANGING ROD	2	20%				MIDDLE HOUSING
16 HAND BRAKE	1	100%				ditto
17 TRUCK FRICTION CASTING	8	800%		SUTCO PART. # 678-C		COMPLETE W/ WHEEL
18 BRAKE PAD CONNECTOR	4	400%		BUFFALO BRAKE BEAM CO.		FOR TONON
19 TRUCK LEVER CONN.	2	20%		37" type		TO SHORTEN TOP
20 COUPLER COMPLETE	2	50%		EGG-CIT TYPE R RIGID SHANK	1703-570	FURNISH PAD
21 BELL CRANE - 66	1	100%		NDP 66		RECONDITIONED
22 DRIFT GEAR	2	200%		MANUEL WEST. MADE IN		OR NEW
23 FOLLOWER	4	120%		4" x 1" x 1/2"		Y-44
24 CHANGING GUNNET	3	300%		SMALL WIRE AND		
25 HAND TRAIL "L"	2	1%	ITEL #	ACTA 576		
26 CHANGING WHEEL	4	4%				
27 CHANGING WHEEL	1	1%		NY SERVICE CO. 194		

Item No.	Description	Quantity	Unit	Material	Notes
134 A	10IN. END OF CACUSHIMMING UNIT - COMPLETE	2	%	200	Freightmaster Drawg No. 87-21580
134 B	BACKSTOP CASTING	2	%	200	Freightmaster Drawg No. 87-15306
134 C	UNCOUPLING LEVER	2	%	200	HOLLAND D-101
134 D	UNCOUPLING LEVER BRKT	2	%	200	
134 E	"A" END CROSSOVER STEP	1	%	100	60" LG Apex "Tri-Loc" or A.O. Smith 7356
134 F	"A" END Crossover HANDGRAB	1	%	100	ACF Drawg Line
134 G	"B" END Crossover HANDGRAB	1	%	100	ACF Drawg Line
134 H	DRAFT STOP FOLLOWING	4	%	400	Freightmaster Drawg No. 7-87-15439
134 I	INSTRUCTION PLaque	2	%	200	Freightmaster Drawg No. 87-16024
134 J	RESTORING MECHANISM "10-0 Unit"	2	%	200	Freightmaster Drawg No. 87-21555
134 K	Hose Support	2	%	200	HOLLAND "HOLLAMER"
134 L	HOLD DOWN WASHER	12	%	1200	USED WITH A.P. SMITH BRACK STEP

MISC. MATERIAL	QTY	UNIT	REMARKS	DEVELOPED SIZE	MAT. SPEC.
189				3/4" x 5/8" x 12"	
190				1/4" DIA. x 12"	A-110
191				1/4" DIA. x 12"	A-110
192					
193				1/8"	E-6010
194				5/32"	E-6010
195				3/16"	E-6010
196				3/32"	E-7014
197				3/32"	E-7016
198				5/32"	E-7016
199				5/32"	E-7024
200				3/16"	E-7024
201				5/32"	E-5010
202					
203					
204				.035 DIA.	INDUSTRIAL REPAIR GRADE R
205					
206				15" x 18"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
207				15" x 18"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
208				15" x 18"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
209				15" x 18"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
210				13/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
211				1 7/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
212				1 7/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
213				1 7/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
214				1 7/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL
215				1 7/16 x 1 1/8"	PRE-PRINTED CUSTOMER FOR QUICK-CAL

Item No.	Misc. MATERIAL	Quantity	Dimensions	Part No.	Notes
216	DECAL NUMBER - 6	100 %	1 3/16" x 1 1/8"	341 1000 100	
217	" - 7	100 %	1 3/16" x 1 1/8"	341 1000 100	
218	" - 8	100 %	1 3/16" x 1 1/8"	341 1000 100	
219	" - 9	100 %	1 3/16" x 1 1/8"	341 1000 100	
220					
221					
222	STENCIL "KEEP OUT POOP"	100 %		341 1000 100	
223					
224	DECAL LETTER - A	100 %	1 3/16" x 1 1/8"	341 1000 100	
225	" - B	100 %	1 3/16" x 1 1/8"	341 1000 100	
226	" - C	100 %	1 3/16" x 1 1/8"	341 1000 100	
227	" - D	100 %	1 3/16" x 1 1/8"	341 1000 100	
228	" - E	100 %	1 3/16" x 1 1/8"	341 1000 100	
229	" - F	100 %	1 3/16" x 1 1/8"	341 1000 100	
230	" - G	100 %	1 3/16" x 1 1/8"	341 1000 100	
231	" - H	100 %	1 3/16" x 1 1/8"	341 1000 100	
232	" - I	100 %	1 3/16" x 1 1/8"	341 1000 100	
233	" - J	100 %	1 3/16" x 1 1/8"	341 1000 100	
234	" - K	100 %	1 3/16" x 1 1/8"	341 1000 100	
235	" - L	100 %	1 3/16" x 1 1/8"	341 1000 100	
236	" - M	100 %	1 3/16" x 1 1/8"	341 1000 100	
237	" - N	100 %	1 3/16" x 1 1/8"	341 1000 100	
238	" - O	100 %	1 3/16" x 1 1/8"	341 1000 100	
239	" - P	100 %	1 3/16" x 1 1/8"	341 1000 100	
240	" - Q	100 %	1 3/16" x 1 1/8"	341 1000 100	
241	" - R	100 %	1 3/16" x 1 1/8"	341 1000 100	
242	" - S	100 %	1 3/16" x 1 1/8"	341 1000 100	

QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION	SIZE	QTY	UNIT	DESCRIPTION	SIZE
		MISC. MATERIAL																	
281	100	DECAL LETTER T	1 3/16" x 1 1/8"																
282	100	" U	1 3/16" x 1 1/8"																
283	100	" V	1 3/16" x 1 1/8"																
284	100	" W	1 3/16" x 1 1/8"																
285	100	" X	1 3/16" x 1 1/8"																
286	100	" Y	1 3/16" x 1 1/8"																
287	100	" Z	1 3/16" x 1 1/8"																
288	100	DECAL - "BLANK"	1 3/16" x 1 1/8"																
289	100	DECAL - "RPKD"	1 3/16" x 1 1/8"																
290	100	DECAL LETTERS - "ABD"	2 7/8" x 1 1/8"																
291	100	DECAL LETTERS - "CHAD"	2 7/8" x 1 1/8"																
292	100	DECAL LETTERS - "GKC"	2 7/8" x 1 1/8"																
293	100	DECAL NUMBERS - "24"	1 5/8" x 1 1/8"																
294	100	DECAL NUMBERS - "50"	1 5/8" x 1 1/8"																
295	100	DECAL NUMBERS - "46"	1 5/8" x 1 1/8"																
296	100	CAULKING COMPOUND		150	100	150	100												
297	100	PAINT BLACK		25	100	25	100												
298	100	PAINT BLUE		25	100	25	100												
299	100	PAINT WHITE		25	100	25	100												
300	100	PAINT VISIBILITY YELLOW		25	100	25	100												
301	100	PAINT WHITE		25	100	25	100												
302	100	PAINT THINNER		25	100	25	100												
303	100	PAINT 1 1/2"		25	100	25	100												

TO SERIAL 2001 2002

TRUCK

11 GAL. IN 01 GAL. CANISTER

BLACK FINANCIAL PRINT

25 GAL. DRUMS

ditto

25 GAL. DRUMS

ITEM NO.	QTY	DESCRIPTION	UNFINISHED SIZE	FINISHED SIZE	REMARKS
210	2	NUT 3/8"	3/8" REG. HEX. HD.	3/8" REG. HEX. HD.	RET. VALVE TO BRACKET
211	2	NUT 1/2"	1/2" HEX. HD. NUT	1/2" HEX. HD. NUT	RET. VALVE (2) SIDE BRACKET (2)
212	4	NUT 9/8"			2 L HAND HOSE
213	3	NUT 5/8"			1" DRIVE SHAFT
214	12	NUT 1"			FASTENING BOLTS
215	3	NUT 1"			CONTAINER FRAME WHEEL
216	1	NUT 7/8" (summed)			
217					
218	2	CAP SCREW 3/8"	3/8" DIA. X 1" SELF LOCKING	3/8" DIA. X 1" SELF LOCKING	CONTAINER VALVE TO BRACKET
219	10	" 1/2"	1/2" DIA. X 1 1/4" "	1/2" DIA. X 1 1/4" "	3/4"
220	8	" 5/8"	5/8" DIA. X 1 1/2" "	5/8" DIA. X 1 1/2" "	2 ROLLER RITE (6) SCREW SOCK (2)
221	13	WASHER 5/8"	5/8" DIA. WASHERS	5/8" DIA. WASHERS	ANGLE LOCK (4) 4" DIA. WASHERS (2) 4" DIA. WASHERS (2)
222	4	WASHER 1/2"	1/2" DIA. SINKER WASHERS	1/2" DIA. SINKER WASHERS	RET. VALVE STUD
223	1	WASHER 7/8"	7/8" DIA. LOCK WASHERS	7/8" DIA. LOCK WASHERS	HAND BRAKE WHEEL
224	72	WASHER	1/2" DIA. STANDARD FLAT WASHERS	1/2" DIA. STANDARD FLAT WASHERS	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
225	112	CARRIAGE BOLT 1/2"	1/2" DIA. X 2" LG. SQUARE HECK	1/2" DIA. X 2" LG. SQUARE HECK	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
226	2	COUNTERSUNK BOLT 1/2"	1/2" DIA. X 2" TAPERED FL.	1/2" DIA. X 2" TAPERED FL.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
227	4	COUNTER SUNK BOLT 1/2"	1/2" DIA. X 1 1/2" SLOTTED HD.	1/2" DIA. X 1 1/2" SLOTTED HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
228	6	NUT 1/2"	1/2" DIA. HEX HD. NUT	1/2" DIA. HEX HD. NUT	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
229	2	BOLT MACH 7/8"	3/8" DIA. X 1 1/2" HEX. HD.	3/8" DIA. X 1 1/2" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
230	2	" 1/2"	1/2" DIA. X 4" HEX. HD.	1/2" DIA. X 4" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
231	3	" 5/8"	5/8" DIA. X 1 3/4" HEX. HD.	5/8" DIA. X 1 3/4" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
232	12	" 5/8"	7/8" DIA. X 1 1/4" HEX. HD.	7/8" DIA. X 1 1/4" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
233	4	" 5/8"	5/8" DIA. X 2" HEX. HD.	5/8" DIA. X 2" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
234	1	" 3/8"	5/8" DIA. X 2 1/4" HEX. HD.	5/8" DIA. X 2 1/4" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
235	3	" 1"	1" DIA. X 7" HEX. HD.	1" DIA. X 7" HEX. HD.	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)
236	2	1) - Nut 7/8"	5/8" DIA. X 10" FORM. HD. FLAT	5/8" DIA. X 10" FORM. HD. FLAT	2" DIA. RIMMING (30) 2" DIA. RIMMING (30)

ITEM NO.	ITEM NAME	SIZE	QTY	UNIT	REMARKS	PRICE	TOTAL
324	FRIBEMERS						
325	COTTER KEY	5/16	1	100%	3/16 DIA. x 1 1/2"		
326	COTTER KEY	5/16	1	100%	5/16 DIA. x 1 1/2"		
327	COTTER KEY	5/16	4	100%	5/16 DIA. x 2 1/2"		
328	COTTER KEY	1/2	2	100%	1/2 DIA. x 3"		
329	COTTER KEY	1/2	2	100%	1/2 DIA. x 4"		
330	COTTER KEY	5/16	17	100%	5/16 DIA. x 2 1/2" LOCATIVE COTTER		
331	COTTER KEY	5/16	2	100%	5/16 DIA. x 3"		
332							
333							
334							
335	NAILS	8D		100%	INCLIPS OF 14 EA. FOR NAIL GUIDE		
336	STAPLES	1"	1	100%	1/32-16 EMPTY COATED NAIL		
337							
338	NAILS	10D		100%			
339							
340	CARRIAGE BOLT	1/2" DIA	12	100%	1/2" DIA. x L4 ROUND HEAD		
341	NUT	1/2"	12	100%	1/2" DIA HEX HD. NUT		
342							
343							
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CAR SPECIALTIES	NO. OF CAR	% CAR	NO. OF CAR	UNITS	DEVELOPED SIZE	UNIT	REMARKS
01 Roller Bearing NUTTER	3	100%	1000		6x11		HARDEST STEEL /
02 SINCE ADJUSTER	1	100%	200		IMPLE ANU-AUTO-MATIC		IMPROVED
03 WHEELS	8	50%	800		CJ-33 Class D (70")		6x11 FORMED
04 Axles WHEELS & Bearings	4	100%	40		IMPROVED		RECONDITIONED
05 ROLLER BEARINGS	8	100%	1600		6x11		NEW OR
06 COUPLER BODY	2	100%	100		EGOCIT TYPE RIGID SHANK		RECONDITIONED
07 BRAKE BEAMS L.H.	2	100%	400		BODY ONLY		WITH IMPROVEMENTS
08 BRAKE BEAMS R.H.	2	100%	400		#18 UNIT TYPE L.H.		FOR COUPLER SLIDES
09 BODY SIDE BEARING WEDGE	4	100%	200		#18 UNIT TYPE R.H.		ditto
10 BODY SIDE BEARING SHIM	4	50%	200				
11 BODY SIDE BEARING SHIM	4	100%	200				
12 TRUCK SIDE BEARING	4	10%	80				
13 PLACARD BOARDS	1	100%	100		ITEL #		
14 ROUTE CARD BOARDS	2	100%	200				
15 COUPLER RELEASE ROD BRACKET	2	10%	20				ditto
16 HAND BRAKE	1	100%	100		APR 1966		COMPLETE W/ WHEEL
17 TRUCK FRICTION CASTING	8	100%	800		APR 1966		THE TOLON
18 BRAKE ROD CONNECTOR	4	100%	400		EGOCIT TYPE # 699-0		1/2" DIA W/ 1/2500
19 TRUCK LEVEL CONN.	2	10%	20		BUENOS AIRES PLANA CO.		NO SHIMMED TOP
20 COUPLER COMPLETE	2	25%	50		31" type		100%
21 BELL CRANK -66	1	100%	100		EGOCIT TYPE E RIGID SHANK		RECONDITIONED
22 DRAFT CRANK	2	100%	200		APR 66 COMES WITH		OR NEW
23 LOWERER	4	100%	400		EGOCIT TYPE E RIGID SHANK		
24 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
25 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
26 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
27 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
28 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
29 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
30 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
31 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
32 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
33 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
34 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
35 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
36 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
37 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
38 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
39 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
40 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
41 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
42 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
43 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
44 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
45 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
46 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
47 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
48 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
49 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
50 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
51 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
52 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
53 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
54 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
55 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
56 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
57 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
58 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
59 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
60 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
61 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
62 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
63 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
64 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
65 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
66 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
67 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
68 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
69 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
70 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
71 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
72 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
73 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
74 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
75 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
76 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
77 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
78 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
79 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
80 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
81 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
82 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
83 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
84 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
85 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
86 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
87 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
88 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
89 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
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99 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
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126 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
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128 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
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150 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
151 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
152 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
153 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
154 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
155 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
156 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
157 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
158 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
159 HAND WHEEL "L"	2	100%	200		EGOCIT TYPE E RIGID SHANK		
160 COUPLER FRAME GRINDER	2	100%	200		APR 66 COMES WITH		
161 HAND WHEEL "L"	2						

QTY	UNIT	DESCRIPTION	UNIT TYPE	VELOCITIES	UNIT SIZE	UNIT WEIGHT	UNIT PRICE	UNIT VALUE	REMARKS
2	100	BEAR CENTER RAILS	100	400	13 1/2"	80W			REMARKS: ALL MATERIALS TO BE USED
8	109	BRAKE PIVOT WARE RAILS	109	400					
2	110	COUPLER CARRIER WARE RAILS	110	400					
2	111	COUPLER CARRIER WARE RAILS	111	400					
8	112	BRAKE SINGLES	112	400					
8	113	BRAKE SINGLES	113	400					
116	114	TRUCK SPRING - INNER	114	35	3 1/4"	TRAVEL			
28	115	TRUCK SPRING - OUTER	115	15	3 1/4"	TRAVEL			
1	116	BEAKE STEP - 60"	116	100		APEX TRAILER			
2	117	BRAKE WHEELS	117	40					
2	118	BRAKE WHEELS	118	40					
2	119	TRUCK ROLLER	119	40					
4	120	TRUCK SIDE FRAME	120	40					
2	121	TRUCK WIND LOWER FULCRUM	121	40					
8	122	BRAKE SHOE KEY	122	60					
1	123	WALKABLE STEEL FLOOR	123	100					
1	124	(20x20x1/4) 14-3070	124	100					
4	125	AXLES - ROLLER BEG	125	10					
2	126	DOORS - 10'-0" FREE DRUNK	126	10					
2	127	STANDARD IRON PLATE "C" 60x4	127	100					
2	128	BRAKE WHEELS	128	100					
	129	ROOF SEAM CAP							
	130	END ROOF SHEET							
	131	CRAPLINE CAP							
	132	INTERMEDIATE ROOF SHEET							
16	133	DF-2 BELT RAILS	133	3700					EVANS & RESCO

ATTACHMENT III

LUMBER DETAILS	WASTE %	NO. ORDERED	ORDERING QUANTITY	LA. VELOPEL SIZE	REMARKS
135 DECK BOARD	16%	X		1/2" x 4'-0" x 8'-0"	REMARKS: DARK STENCIL
136 DECK STRAPER BOARD	2%	X			
137 CEILING PLY.		X			
138 DECKING		X			
139 DECKING		X			
140 FLOOR FILLER		X		1/2" x 8'-0"	
141 FLOOR FILLER		X		1/2" x 8'-0"	
142 SIDE LINING FILLER		X			
143					
144					
145					
146					
147 INTERMEDIATE POST FURRING	7-4%	400	400	2x4	
148 INTERMEDIATE POST FURRING	7-4%	400	400	2x4	
149 INTERMEDIATE POST FURRING	4%	400	400	2x4	
150 INTERMEDIATE POST FURRING	4%	400	400	2x4	
151					
152 DOOR POST FURRING	2%	200	200	2x4	
153 DOOR POST FURRING	2%	200	200	2x4	
154					
155 WINDOW DOOR POST FURRING	2%	X			
156 STEEL END FURRING					
157 STEEL END FURRING					
158					
159 END LINING	1%	400	400	1/2" x 10'-0" x 11'-0"	
160 END LINING	2%	200	200	1/2" x 10'-0" x 11'-0"	
161					

ATTACHMENT III

SHEET 17 OF

NO.	MISC. MATERIAL	QTY	UNIT	DESCRIPTION	DATE	REMARKS
32	MISC. MATERIAL					
33	AIR ARC - FLAT	2	TRAYS	3/16" x 5/8" x 12"	1-11-50	
34	AIR ARC - ROUND	2	TRAYS	1/4" DIA. x 12"	1-11-50	
35	AIR ARC - 1/2" DIA. ROUND	2	TRAYS	1/4" DIA. x 12"		
36	WELDING ROD - 1/8" DIA.	2	TRAYS	1/8"	E-6010	
37	WELDING ROD - 3/32" DIA.	2	TRAYS	3/32"	E-6010	
38	WELDING ROD - 1/16" DIA.	2	TRAYS	1/16"	E-6010	
39	WELDING ROD - 3/32" DIA.	2	TRAYS	3/32"	E-7014	
40	WELDING ROD - 1/16" DIA.	2	TRAYS	1/16"	E-7016	
41	WELDING ROD - 5/32" DIA.	2	TRAYS	5/32"	E-7016	
42	WELDING ROD - 1/8" DIA.	2	TRAYS	1/8"	E-7024	
43	WELDING ROD - 5/32" DIA.	2	TRAYS	5/32"	E-7024	
44	WELDING ROD - 1/16" DIA.	2	TRAYS	1/16"	E-7024	
45	WELDING ROD - 5/32" DIA.	2	TRAYS	5/32"	E-7024	
46	WELDING WIRE	2	TRAYS	1035 DIA.		
47	SAND DRIED	2	TRAYS			
48	STENCIL DECAL CALCULATED LUB AND AIR	2	TRAYS	15" x 10"		PRE-PRINTED CUSTOM FOR QUICK CAR
49	STENCIL DECAL	2	TRAYS	15" x 18"		PRE-PRINTED CUSTOM FOR QUICK CAR
50	FRA INSPECTION STENCIL DECAL CALCULATED LUB AND AIR	2	TRAYS	15" x 10"		FOR GENERAL USE
51	STENCIL DECAL FRA INSP.	2	TRAYS	15" x 10"		FOR GENERAL USE
52	FICAL NUMBER - 0			13/16" x 1 1/8"		
53	" " - 1			1 1/16" x 1 1/8"		
54	" " - 2			1 1/16" x 1 1/8"		
55	" " - 3			1 1/16" x 1 1/8"		
56	" " - 4			1 1/16" x 1 1/8"		
57	" " - 5			1 1/16" x 1 1/8"		

Item No.	Description	Material	Quantity	Unit	Notes
216	Misc. MATERIAL				
216	DECAL NUMBER - 6	1 7/16" x 1 1/8"	100	%	311 INVT 16 3650-6
217	" - 7	1 3/16" x 1 1/8"	100	%	311 INVT 16 3650-7
218	" - 8	1 3/16" x 1 1/8"	100	%	311 INVT 16 3650-8
219	" - 9	1 3/16" x 1 1/8"	100	%	311 INVT 16 3650-9
220					
221					
222	STENCIL "KEEP OFF ROOF"		2	%	311 INVT 16 3650-10-KDF
223					
224	DECAL LETTER - A	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-N
225	" - B	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-P
226	" - C	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-Q
227	" - D	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-R
228	" - E	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-S
229	" - F	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-T
230	" - G	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-U
231	" - H	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-V
232	" - I	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-W
233	" - J	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-X
234	" - K	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-Y
235	" - L	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-Z
236	" - M	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AA
237	" - N	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AB
238	" - O	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AC
239	" - P	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AD
240	" - Q	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AE
241	" - R	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AF
242	" - S	1 3/16" x 1 1/8"	100	%	311 INVT NO. 3650-AG

Item No.	MISC. MATERIAL	QTY	UNIT	PRICE	TOTAL	DESCRIPTION	DATE	BY
17	DECAL LETTER T	100	%			13 1/16" x 1 1/8"		
18	" U	100	%			13 1/16" x 1 1/8"		
19	" V	100	%			13 1/16" x 1 1/8"		
20	" W	100	%			13 1/16" x 1 1/8"		
21	" X	100	%			13 1/16" x 1 1/8"		
22	" Y	100	%			13 1/16" x 1 1/8"		
23	" Z	100	%			13 1/16" x 1 1/8"		
24	DECAL - "BLANK"	100	%			13 1/16" x 1 1/8"		
25	DECAL - "RDKD"	100	%			3 1/4" x 1 1/8"		
26	DECAL LETTERS - "ABD"	100	%			2 7/8" x 1 1/8"		
27	DECAL LETTERS - "CMBSD"	100	%			3 1/2" x 1 1/8"		
28	DECAL LETTERS - "QXC"	100	%			2 7/8" x 1 1/8"		
29								
30	DECAL NUMBERS - "24"					1 7/8" x 1 1/8"		
31	DECAL NUMBERS - "30"					1 7/8" x 1 1/8"		
32	DECAL NUMBERS - "48"					1 7/8" x 1 1/8"		
33								
34								
35								
36	CAULKING COMPOUND	1.5	GN GAL	150		REPAIRING IN ORIGINAL CARTRIDGES		
37	PAINT BLACK	1	QT	2 1/2		BLACK SPECIFIC PAINT		
38	PAINT BLUE							
39	PAINT WHITE							
40	PAINT VISIBILITY YELLOW							
41	PAINT WHITE	1	QT	25		STAINKILL WHITE		
42	PAINT THINNER	1	QT	100		25 GAL. THINNER		
43		1	QT	25		25 GAL. THINNER		
44		1	QT	25		25 GAL. THINNER		
45		1	QT	25		25 GAL. THINNER		
46		1	QT	25		25 GAL. THINNER		
47		1	QT	25		25 GAL. THINNER		
48		1	QT	25		25 GAL. THINNER		
49		1	QT	25		25 GAL. THINNER		
50		1	QT	25		25 GAL. THINNER		
51		1	QT	25		25 GAL. THINNER		
52		1	QT	25		25 GAL. THINNER		
53		1	QT	25		25 GAL. THINNER		
54		1	QT	25		25 GAL. THINNER		
55		1	QT	25		25 GAL. THINNER		
56		1	QT	25		25 GAL. THINNER		
57		1	QT	25		25 GAL. THINNER		
58		1	QT	25		25 GAL. THINNER		
59		1	QT	25		25 GAL. THINNER		
60		1	QT	25		25 GAL. THINNER		
61		1	QT	25		25 GAL. THINNER		
62		1	QT	25		25 GAL. THINNER		
63		1	QT	25		25 GAL. THINNER		
64		1	QT	25		25 GAL. THINNER		
65		1	QT	25		25 GAL. THINNER		
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77		1	QT	25		25 GAL. THINNER		
78		1	QT	25		25 GAL. THINNER		
79		1	QT	25		25 GAL. THINNER		
80		1	QT	25		25 GAL. THINNER		
81		1	QT	25		25 GAL. THINNER		
82		1	QT	25		25 GAL. THINNER		
83		1	QT	25		25 GAL. THINNER		
84		1	QT	25		25 GAL. THINNER		
85		1	QT	25		25 GAL. THINNER		
86		1	QT	25		25 GAL. THINNER		
87		1	QT	25		25 GAL. THINNER		
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89		1	QT	25		25 GAL. THINNER		
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91		1	QT	25		25 GAL. THINNER		
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93		1	QT	25		25 GAL. THINNER		
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95		1	QT	25		25 GAL. THINNER		
96		1	QT	25		25 GAL. THINNER		
97		1	QT	25		25 GAL. THINNER		
98		1	QT	25		25 GAL. THINNER		
99		1	QT	25		25 GAL. THINNER		
100		1	QT	25		25 GAL. THINNER		

ATTACHMENT III

FASTENERS	NO. PER BAR	% OVER	REMARKS	DEVELOPED SIZE	MINI SPEC.	REMARKS
17 TWO PC. FASTENER	20			C50LR-BR 16-4		UNDER BUCKET TO STILE
216 " " "	18			C50LR-BR 16-8		LADDER TREAD TO STILE
219 " " "	12			C50LR-BR 20-16		DRAFT GEAR CABLE
300 " " "	4			C71LR-BR 24-16		CIRCUIT SIDE BEARING
301 " " "	4			C71LR-BR 24-20		CIRCUIT SIDE BEARING (SHOWN)
302 " " "	32			C50LR BR16-12		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
303 " " "	12			C50LR BR16-16		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
304 " " "	2			C50LR BR16-20		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
305 " " "	28			C50LR BR20-12		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
306 " " "	44			C50LR BR20-20		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
307 " " "	6			C50LR BR24-24		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
308 " " "	16			C50LR BR16-12		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
309 " " "	80					FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
310 " " "	8					FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
311 TWO PC FASTENER COLLAR	48					FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
312 " " "	12			31C 2R-20		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
313 " " "	8			81C 2R-24		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
314 " " "	11			1C 2R-16		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
315 " " "	11			1C 2R-20		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
316 " " "	11			1C 2R-24		FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
317 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
318 1/4 IN PC FASTENER						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
319 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
320 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
321 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
322 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
323 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)
324 " " "						FOR THE SIDE SILL (SEE NOTE) THE SIDE SILL IS TO BE ATTACHED TO THE SIDE SILL (SEE NOTE)

ITEM NO.	DESCRIPTION	QTY	UNIT	REMARKS	REVISIONS	DATE	BY	CHKD	APPROVED
324	WASHER HEADS								
325	COTTER KEY 5/16	1	100%	3/16" DIA. X 1 1/2" LONG. SHIP COTTER					
326	COTTER KEY 5/16	1	100%	5/16" DIA. X 1 1/2" ditto					
327	COTTER KEY 5/16	4	100%	5/16" DIA. X 2 1/2" ditto					
328	COTTER KEY 1/2	2	100%	1/2" DIA. X 3" ditto					
329	COTTER KEY 1/2	2	100%	1/2" DIA. X 4" ditto					
330	COTTER KEY 5/16	17	100%	5/16" DIA. X 2 1/2" LOCKING COTTER	A-B				
331	COTTER KEY 5/16	2	100%	5/16" DIA. X 3" ditto	A-B				
332									
333									
334									
335	NAILS 6D		100%	INCLIPS OF 44 EA. 17 EA. AD BRASSHEAD					
336	STAPLES 1"	1	100%	53-16 EXTRA COATED 1" L					
337									
338	NAILS 10D		100%						
339									
340	CARRIAGE BOLT 1/2" DIA	12	100%	1/2" DIA. L4 ROUND HEAD					
341	NUT 1/2" DIA	12	100%	1/2" DIA Hex. Hd. Nut					
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1. UPPER HANDLE
 2. UPPER ROD
 3. BOTTOM ROD
 4. UNLOADING LEVER
 5. ditto
 6. BRACE HINGING
 7. DRAFT KEY
 8. PENNER

9. LINING TO HAIR
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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 interchangeability 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-6OCHT 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" I @ 7.7 lbs/ft.
- 10. Cars are to be modified to accept a 10 inch Freightmaster end of car cushioning device.

55

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-60OCHT 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 equip with four (4) DF-2 belt rails per quarter.

64

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" 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.

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.

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 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: _____

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