

PROCUREMENT DEPARTMENT REQUISITION

REQUISITION NUMBER 981304	REQ'D DATE 4/23	BUYER	ESTIMATED TOTAL COST # 3,125	DATE SHIPMENT PROMISED	DATE MATERIAL REQUIRED
SHIP VIA F.O.B. PAYMENT TERMS				USE Asbestos Assessment & Plan	
				REQUISITION WRITER W. J. Lee	
				DELIVER TO 1920 AB	
GENERAL DESCRIPTION				AUTH. NUMBER	
COMMODITY CODE				IN PLANT DELIVERY LOCATION	

ITEM NO.	QUANTITY & UNIT	DESCRIPTION AND SPECIFICATIONS	PRICE & UNIT	A - ACCT. CODE S - STOCK NO. C - COMM. CODE	L - STORES LOC. T - TAX CODE
		THE CONTRACTOR SHALL PERFORM AN ASBESTOS REINSPECTION OF THE ALCOA BUILDING MAINS ON MAY 1, 1997 PREPARE AN ASBESTOS MANAGEMENT PLAN IN ACCORDANCE WITH THE PSI PROPOSAL (ATTACHED) DATED APRIL 17, 1997. THE INSPECTION AND MANAGEMENT REPORT WILL BE COMPLETED FOR A FIXED LUMP SUM PRICE OF \$2,750.00 IF ADDITIONAL ASBESTOS SAMPLING IS REQUIRED, THE ANALYSES SHALL BE DONE AT \$25.00/SAMPLE.			ALCOA LEGAL Dept No 662
		• Reinspection & Report	2750		
		• SAMPLING (ASSUME 15 samples)	375		
		707AL	3125		

OSHA HAZARDOUS MATERIAL
(as defined in 29 CFR 1910.1200)

YES NO

MSDS ON FILE

YES NO

REQUISITIONED BY William Lee	DATE 4/25/97	AUTHORIZED APPROVAL	DATE	PROCUREMENT APPROVAL	DATE
SURPLUS PITTSBURGH		DATE	STORES		DATE

TECHNICAL PROPOSAL

Reinspection and Management Plan
Update Services

at

Alcoa Building
425 Sixth Avenue
Pittsburgh, PA 15219

April 17, 1997

PSI Proposal No.: 816-7185

Submitted to:

Mr. William E. Snee
Aluminum Company of America
Alcoa Building
425 Sixth Avenue
Pittsburgh, PA 15219-1850

Submitted by:

Professional Service Industries, Inc.
850 Poplar Street
Pittsburgh, PA 15220

Samuel J. Catanzarite, Jr.
Staff Engineer
Environmental Department
412/922-4001, Extension 243

Joseph L. Kuchnicki
Manager
Environmental Department
412/922-4001, Extension 380



MAY 7, 1997

Information To Build On

C60763 0177



Joseph L. Kuchnicki
Department Manager
Environmental Services

PSI
850 Poplar Street
Pittsburgh, PA 15220
412/922-4000 or
412/922-4010 Ext. 380
Fax 412/922-4014



Samuel J. Catanzarite, Jr.
Staff Engineer - Asbestos/Lead
Field Service Department

PSI
850 Poplar Street
Pittsburgh, PA 15220
412/922-4001 ext. 243
Fax 412/922-4014

April 17, 1997

Aluminum Company of America
Alcoa Building
425 Sixth Avenue
Pittsburgh, PA 15219-1850
Attn: Mr. William E. Snee

RE: Reinspection and Management Plan
Update Services
Alcoa Building
Pittsburgh, PA
PSI Proposal No.: 816-7185

Dear Mr. Snee:

As per our meeting on April 7, 1997, Professional Service Industries (PSI), Inc. is pleased to submit this Proposal and attached General Conditions to perform Reinspection and Management Plan Update Services for the Alcoa Building located at 425 Sixth Avenue, Pittsburgh, Pennsylvania 15219.

PSI will provide an EPA-accredited and Pennsylvania Department of Labor and Industry (PADOLI)-certified Asbestos Inspector/Management Planner to perform the Reinspection and prepare the Management Plan. The Reinspection will be performed on the seven floors which were included in the previous limited asbestos survey conducted by ICF Kaiser Engineers, Inc., in October 1993. Those include the basement, sub-basement, first floor lobby, the second floor, the fifth floor, the fifteenth floor, the twenty-first floor, the thirtieth floor, and the thirty-first floor.

Alcoa shall supply a person knowledgeable of the facilities to provide access to all areas.

The scope of the Reinspection Services is as follows:

- Review of the existing Management Plan and previous Asbestos Survey Reports to determine the areas of the seven floors requiring reinspection.

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- Visually reinspect and reassess the conditions of friable known or assumed asbestos containing building materials (ACBM).
- Visually inspect and touch known or assumed ACBM identified as non-friable to determine whether it has become friable since the last reinspection.
- Identify those homogeneous areas with the materials which have become friable since the last inspection.
- Assess the conditions of previously non-friable known or assumed ACBM which have become friable since the last inspection.
- Record and include in the Reinspection Report, referencing the Management Plan, the following: results of assessments and reassessments, name, signature, state of accreditation and number (if applicable) of the Inspector performing the inspection.
- If requested by the Client, sample suspect materials previously assumed to contain asbestos or materials found which were not identified in the previous surveys.
- Review the results of the reinspection assessments and recommend response actions in writing.

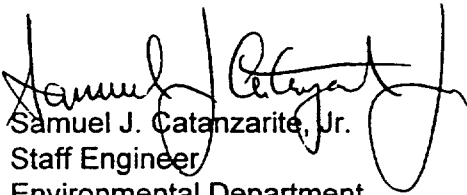
The cost to perform these services is listed as a lump sum on the attached Cost Proposal Sheet. It includes the Inspector's time reviewing the Management Plan and previous Asbestos Survey Reports and performing the Reinspection, the Management Planner's time generating the Reinspection Report, Clerical assistance, and Senior Author Review of the Reinspection Report.

Also listed is a separate unit cost for bulk sample analysis, which includes sample collection. If requested by the Client, our Inspector will sample the materials which have been assumed to contain asbestos, which have not been previously sampled during the limited asbestos survey, and/or which do not meet the EPA requirements for confirming a negative result. The EPA Regulations require a minimum of three samples of a homogeneous material to be analyzed to confirm the material as non-asbestos containing.

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PSI appreciates the opportunity to provide you with this Proposal. If you have any questions regarding this Proposal or should you have a need for any of our other services, please feel free to call Sam Catanzarite at (412) 922-4001, extension 243 or call Joseph Kuchnicki at extension 380. PSI is looking forward to working with you soon.

Respectfully submitted,
PSI


Samuel J. Catanzarite, Jr.
Staff Engineer
Environmental Department


Joseph L. Kuchnicki
Manager
Environmental Department

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REINSPECTION AND MANAGEMENT PLAN SERVICES

COST PROPOSAL SHEET

CLIENT: Aluminum Company of America
Alcoa Building
425 Sixth Avenue
Pittsburgh, PA 15219-1850

PROJECT: Alcoa Building, Reinspection and Management Plan Update
Pittsburgh, PA

PSI PROPOSAL NO.: 816-7185

A. REINSPECTION & REPORT - LUMP SUM* \$2,750.00

(Includes EPA-accredited and PADOLI-certified Asbestos Inspector's time and mileage from portal to portal to conduct the Reinspection; review the previous Asbestos Survey Reports and the Management Plan; EPA-accredited and PADOLI-certified Management Planner's time to generate the Reinspection Report; Clerical assistance; and Senior Author Review of the Reinspection Report).

B. ADDITIONAL SERVICES (if requested):

PLM Analysis - NVLAP Accredited \$ 25.00/sample
(Includes sample collection)

Please note that the quoted price is based on the Reinspection of **only** the seven floors included in the limited asbestos survey performed in October 1993 and as written into this Proposal. Any additional areas in the Alcoa Building requested to be inspected will be invoiced at a rate of \$0.01/square foot of area.

IF THIS PROPOSAL (VALID FOR 90 DAYS) AND ATTACHED GENERAL CONDITIONS MEET WITH YOUR APPROVAL, PLEASE SIGN, KEEPING A COPY FOR YOUR RECORDS AND RETURNING AN ORIGINAL TO OUR OFFICE.

SIGNATURE _____ DATE _____

PRINT NAME & TITLE _____

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**GENERAL CONDITIONS
ASBESTOS SERVICES**

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, the client's acceptance thereof if accepted by PSI and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, client's acceptance thereof and these General Conditions. The ordering of work from PSI shall constitute acceptance of the terms of PSI's proposal and these General Conditions.

2. ASBESTOS SURVEY: PSI's work shall consist of visual inspection of building surfaces, as more particularly set forth in the proposal, for materials known or suspected to contain friable or non-friable asbestos containing building materials (ACBM). Removal of samples of such materials, laboratory tests to determine the presence, if any, of asbestos in such materials and a report to the client (said work referred to herein as the "survey") may be included in the scope of work as delineated in the proposal which may include documentation of the locations of each of the samples taken, whether asbestos was detected, and an assessment of its current condition. As used herein "asbestos" means the asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite; ACBM are materials which are affixed to or made part of the building being surveyed and which are composed of more than 1% asbestos.

3. SCHEDULING OF WORK: The services set forth in PSI's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide access to each building in which it will be necessary for PSI to perform its work. In the event work is required in any building not owned by client, client warrants to PSI that client has obtained all necessary permissions for PSI to enter the building and conduct its work. Client shall, upon request, provide PSI with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such building(s) in form acceptable to PSI. PSI shall have no responsibility to inform anyone other than the client of its findings, but shall not be deemed negligent or in breach of this agreement if it does so.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Whenever possible, client shall make available or cause to be made available to PSI accurate plans and specifications depicting the composition of all materials used in the original construction and all remodeling, renovations, changes and additions of, and building maintenance personnel familiar with each building in which PSI is to perform its work, its layout, construction materials and equipment.

6. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, samples removed by PSI to its laboratory will, upon completion of testing, be disposed of by PSI.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. WARRANTY: PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED.

10. INDEMNITY: Subject to the foregoing limitations, PSI agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

11. DAMAGE: PSI shall take reasonable measures and precautions to minimize disturbing building materials from which samples are taken; however, repair or abatement of asbestos containing materials has not been included in its fees and will not be provided. The client agrees to provide a properly equipped maintenance person or a contractor qualified to make such repairs as in client's judgment are warranted by the sampling techniques used by PSI under the circumstances. In the event that a maintenance person or contractor is not provided at the time of PSI's taking samples, client agrees that PSI may remove such cuts or cores as PSI deems appropriate to adequately perform its work.

12. PSI'S RECOMMENDATIONS: In the event that PSI makes recommendations with respect to ACBM, no claim for loss, damage or injury shall be brought against PSI, its officers, employees, agents or subcontractors by client or any third party without documented compliance with all of PSI's recommendations.

13. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, PSI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

14. WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Purchase Order

INSTRUCTIONS

Purchase Order Number: **IN 981304 PG** P.O. Date: **02MAY97** Buyer: **INI** Order Value: **\$0.00** Date Delivery: **30JUN97** Date Shipped: **05MAY**

ALUMINUM COMPANY OF AMERICA
HIN981304PG VENDOR NO. **720824-017**
1 ROOM ALCOA BUILDING
P 425 SIXTH AVENUE
T PITTSBURGH, PENNSYLVANIA 15219
O ATTENTION:

Purchasing Contact: **J. J. LACLAIR**
 Telephone No. **412-337-2920**

Vendor: **PROFESSIONAL SERVICE INDUSTRIES INC - PITTSBURGH**
650 POPLAR STREET
PITTSBURGH PA 15220

A - Auth. No. R - Req. Write
 L - Location D - Deliver To
 U - Use T - Tax Code

Ship VIA: **CONTR'S CHOICE** Shipping Terms: **OWNER'S JOBSITE** Payment Terms: **NET 30 DAYS**

Item No.	Quantity & Unit	Description and Specifications	Price & Unit	A - Acct. Code S - Stock No. C - Comm. Code	L - Stores Loc. T - Tax Code
1	1	PROFESSIONAL SERVICE INDUSTRIES, INC.	\$0.00	A 662	
	LO	(HEREINAFTER REFERRED TO AS "CONTRACTOR") SHALL FURNISH SUPERVISION, LABOR, MATERIALS, TOOLS, EQUIPMENT, INSURANCE AND ALL OTHER THINGS NECESSARY (UNLESS OTHERWISE EXCEPTED) TO PERFORM ASBESTOS REINSPECTION SERVICES FOR ALUMINUM COMPANY OF AMERICA (HEREINAFTER REFERRED TO AS "COMPANY") 425 SIXTH AVENUE, PITTSBURGH, PENNSYLVANIA, IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:	LO C 100		
		SCOPE OF WORK:			
		CONTRACTOR SHALL PERFORM AN ASBESTOS REINSPECTION OF THE ALCOA BUILDING, 425 SIXTH AVENUE, PITTSBURGH, PA, AND PREPARE AN ASBESTOS MANAGEMENT PLAN AS DESCRIBED IN CONTRACTOR'S PROPOSAL NO. 816-7185, DATED 1997			
PF		CONTINUED ON PAGE 2			

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By: *[Signature]*
J. J. LACLAIR
ALCOA CENTER, PA. 15069

INSTRUCTIONS

196-10

1. The instructions for shipment hereunder shall be the method of shipment as indicated on the purchase order. Check the appropriate instructions for the method of shipment of the goods to be shipped.
- (A) Submit in duplicate.
- (C) Furnish insurance documents for each invoice.
- (D) Mail to the Company at the ship address unless otherwise indicated on the order.
- (E) Include this statement on each invoice: "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, Z and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

3. MARK PURCHASE ORDER NUMBER, VENDOR NUMBER, AND ALL PARCELS, SHIPPING NOTICES, BILL OF LADING, COINVOICED DOCUMENTS.
4. BILLS OF LADING AND SHIPPING NOTICES MUST BE SENT TO THE COMPANY AT DESTINATION.
5. CORRESPONDENCE CONCERNING THIS ORDER IS TO BE DIRECTED TO THE COMPANY AT THE ADDRESS BELOW SIGNATURE.
6. No boxing or drayage charges will be allowed unless specified on the face of the purchase order.
7. Payments will be made by voucher.
8. Drafts will not be honored.

TERMS AND CONDITIONS

1. The Seller agrees to indemnify and save harmless the Company from all claims arising out of any infringement of patents in the use of the article or articles supplied under this order, and to defend at the Seller's expense, any and all suits or actions based on such claims.
2. If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, (including death, or property loss or damage to others including Seller and employees and invitees of Seller and of the Company) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.
3. The Seller warrants, that no law, rule or ordinance of the United States, a state, or any other governmental authority or agency has been violated in the manufacture or sale of the items covered by this order.
4. This purchase order may be terminated by the Company at any time, as provided in paragraph 8-706 or Part 7, Section VIII of the General Services Procurement Regulations, which paragraph is in effect at the time of the acceptance of this purchase order or if not then in effect last in effect prior to such acceptance, is by reference thereto incorporated herein and made a part hereof, provided, however, that notwithstanding any provision contained or referred to in said paragraph, costs in the event of any such termination shall be determined in accordance with sound accounting principles.
5. Amounts payable by the Company to the Seller hereunder are not assignable by the Seller, without the express written consent of the Company.
6. The Seller hereby certifies that the goods supplied under this order are packaged and labeled in compliance with all applicable national, federal, state and local laws and regulations. The Seller agrees to indemnify and save harmless the Company, or any subsidiary thereof, from any and all liability, loss, damage, expense and cost including attorney's fees, incurred in connection with claim, demands, fines or judgments arising from the violation of any such law or regulation.
7. This agreement incorporates by reference any currently applicable clauses relating to employment of the handicapped and employment of minorities, the provisions of which are required by statutes such as Public Laws 93-112, and 93-508, regulations issued thereunder such as 41 CFR Part 60-741 and 41 CFR Part 60-259, and any additions, amendments or replacements thereto, including any limitations in such clauses of 10 dollar levels below which such clauses do not apply. (The following is pursuant to Executive Order No. 11246, as amended, Equal Employment Opportunity) ("EEO-1")
8. During the performance of this purchase order, for amounts exceeding \$10,000 unless exempt, the Seller agrees as follows:
 - a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Seller will in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and orders of the Secretary of Labor.
 - e. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor; or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or Equal Employment Opportunity, or as otherwise provided by law.
 - g. The Seller will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action as may be necessary to ensure that any subcontractor or vendor who is a direct or indirect contractor of the Seller complies with such provisions, including sanctions for noncompliance. Provided, however, that in the event the Seller becomes involved in, or is the threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.
 - h. CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG) (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments or locations. The Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As part of this certification, the Seller certifies that his facilities (which means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided to employees) are not segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES: A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001)
9. During the performance of this purchase order, for amounts exceeding \$50,000 unless exempt, the Seller agrees as follows:
 - a. The Seller agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually on or before March 31 of each year.
 - b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

C60763 0185

Purchase Order

ALUMINUM COMPANY OF AMERICA

Purchase Order Number: **IN 981304 PG** P.O. Date: **02MAY97** Buyer: **IN1** Order Value: **\$0.00** Date Delivery: **30JUN97** Delivery Method: **QSP**

S
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P

T
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Purchasing Contact

Telephone No.

Vendor

PROFESSIONAL SERVICE

A - Auth. No. R - Req. Write
L - Location D - Deliver To
U - Use T - Tax Code

Ship VIA

Shipping Terms

Payment Terms

Item No.	Quantity & Unit	Description and Specifications	Price & Unit	A - Acct. Code S - Stock No. C - Comm. Code	L - Stores Loc. T - Tax Code
		APRIL 17, PAGES 1-3.			
		DELIVERY OF MATERIALS OR SERVICES SPECIFIED HEREIN SHALL BE COORDINATED BY THE COMPANY'S REPRESENTATIVE, WILLIAM SNEE (412-553-3720), OR OTHER SUCH PERSON AS THE COMPANY MAY DESIGNATE.			
		SUPPLEMENTAL TERMS AND CONDITIONS:			
		CONTRACTOR AGREES TO BE BOUND BY THE "TERMS AND CONDITIONS FOR CONTRACT WORK" DATED 1996 OCTOBER 01, PAGES 1-6, COPY ATTACHED AND MADE A PART HEREOF AND FURTHER REVISED AS FOLLOWS:			
		PAGE 1 WARRANTY IS SUPERSEDED BY THE FOLLOWING:			
		WARRANTY: CONTRACTOR'S SERVICES WILL			
PF		CONTINUED ON PAGE 3			

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By

J. J. LACLAIR
ALCOA CENTER, PA. 15069

COPY 4

751674

3. MARK PURCHASE ORDER NUMBER, VENDOR NUMBER AND DESTINATION
ALL PARCELS, SHIPPING NOTICES, BILL OF LADING, COMMERCIAL
DOCUMENTS.

5. CORRESPONDENCE CONCERNING THIS ORDER IS TO BE DIRECTED
CATED BELOW SIGNATURE.

7 Payments will be made by voucher

8 Drafts will not be honored

2 AUG 1964 - 5

2. If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, (including death, or property loss or damage to others including Seller's employees and invitees of Seller and of the Company) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.

4. This purchase order may be terminated by the Company at any time, as provided in paragraph 8.706 or Part 7, Section VIII of the Armed Services Procurement Regulations, which paragraph, as in effect at the time of the acceptance of this purchase order or if not then in effect as last in effect prior to such acceptance, is by reference thereto incorporated herein and made a part hereof, provided, however, that notwithstanding any provision contained or referred to in said paragraph, costs in the event of any such termination shall be determined in accordance with sound accounting principles.

6. The Seller hereby certifies that the goods supplied under this order are packaged and labeled in compliance with all applicable international, federal, state and local laws and regulations. The Seller agrees to indemnify, defend and save harmless the Company, or any subsidiary thereof, from any and all liability, loss, damage, expense and cost, including attorney's fees, incurred in connection with claim, demands, fines or judgments arising from the violation of any such law or regulation.

7. This agreement incorporates by reference any currently applicable clauses relating to employment of the handicapped and employment of veterans, inclusion of which are required by statutes such as Public Laws 93-112, and 93-508, regulations issued thereunder such as 41 CFR part 60-741 and 41 CFR part 60-250, and any additions, amendments or replacements thereto, including any limitations in such clauses as to dollar levels below which such clauses do not apply.

(The following is pursuant to Executive Order No. 12246, as amended: Equal Employment Opportunity) 7457120

9. During the performance of this purchase order, for amounts exceeding \$10,000 unless exempt, the Seller agrees as follows:

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

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

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

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

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG) (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will refrain from providing for his employees any segregated facilities at times or places specified by the Government, nor will he permit his employees to perform their services at any such establishment or place where segregated facilities are maintained. If the bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "any segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees when they are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees not [except where he has obtained identical certifications from proposed subcontractors for specific time periods] he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.)

9. During the performance of this purchase order, for amounts exceeding \$50,000 unless exempt, the Seller agrees as follows:

b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

C60763 0187

Purchase Order

INSTRUCTIONS

Purchase Order Number

IN 981304 PG

P.O. Date

02MAY97

Buyer

IN1

Order Value

\$0.00

Date Delivery

30JUN97

Date Recd.

05JUN97

S PAGE 3

H

I

P

T

O

Purchasing Contact

Telephone No.

A - Auth. No.

L - Location

U - Use

R - Req. Wt.

D - Deliver To

T - Tax Code

Vendor

PROFESSIONAL SERVICE

Ship VIA

Shipping Terms

Payment Terms

Item No.

Quantity & Unit

Description and Specifications

Price & Unit

A - Acct. Code
S - Stock No.
C - Comm. Code

L - Stores Loc.
T - Tax Code

BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONTRACTOR WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONTRACTOR REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

TRANSFER OF WASTE AND TITLE
TITLE, RISK OR LOSS AND ALL OTHER INCIDENTS OF OWNERSHIP TO THE WASTE MATERIALS SHALL BE TRANSFERRED FROM

CONTINUED ON PAGE 4

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By

J. J. LACLAIR

ALCOA CENTER, PA. 15069

COPY 4

SF-6120C4 Rev. 93/11 Backer Rev. 77/2

C60763 0188

INSTRUCTIONS

1961

1. The Contractor shall submit to the Government a statement of work and method of shipment in accordance with the instructions on the back of the purchase order or in the instructions on the back of the bill of lading and shipping notices.

3. MARK PURCHASE ORDER NUMBER, VENDOR NUMBER, AND ALL PARCELS, SHIPPING NOTICES, BILL OF LADING, AND DOCUMENTS.
4. BILLS OF LADING AND SHIPPING NOTICES MUST BE SENT FROM COMPANY AT DESTINATION.
5. CORRESPONDENCE CONCERNING THIS ORDER IS TO BE DIRECTED AS NOTED BELOW SIGNATURE.
6. No boxing or drayage charges will be allowed unless specified on the face of the order.
7. Payments will be made by voucher.
8. Drafts will not be honored.

(A) Submit in duplicate.

- (C) Furnish statement of work for each item.
- (D) Mail to the Company at the ship to address unless otherwise indicated on the order.
- (E) Include this statement on each invoice. "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

TERMS AND CONDITIONS

1. The Seller agrees to indemnify and save harmless the Company from all claims arising out of any infringement of patents in the use of the article or articles supplied under this order, and to defend at the Seller's expense, any and all suits or actions based on such claims.
2. If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, (including death) or property loss or damage to others, including Seller and employees and invitees of Seller and of the Company) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.
3. The Seller warrants, that no law, rule or ordinance of the United States, a state, or any other governmental authority or agency has been violated in the manufacture or sale of the items covered by this order.
4. This purchase order may be terminated by the Company at any time, as provided in paragraph 8-706 or Part 7, Section VII of the Armed Services Procurement Regulations, which paragraph, as in effect at the time of the acceptance of this purchase order or if not then in effect as last in effect prior to such acceptance, is by reference thereto incorporated herein and made a part hereof, provided, however, that notwithstanding any provision contained or referred to in said paragraph, costs in the event of any such termination shall be determined in accordance with sound accounting principles.
5. Amounts payable by the Company to the Seller hereunder are not assignable by the Seller without the prior written consent of the Company.
6. The Seller hereby certifies that the goods supplied under this order are packaged and labeled in compliance with all applicable national, federal, state and local laws and regulations. The Seller agrees to indemnify and save harmless the Company, or any subsidiary thereof, from any and all liability, loss, damage, expense and cost, including attorney's fees, incurred in connection with claim, demands, fines or judgments arising from the violation of any such law or regulation.
7. This agreement incorporates by reference any currently applicable clauses relating to employment of the handicapped and employment of minorities, inclusion of which are required by statutes such as Public Laws 93-112, and 93-508, regulations issued thereunder such as 41 CFR Part 68-741 and 41 CFR Part 60-259, and any additions, amendments or replacements thereto, including any limitations in such clauses of 10 dollar levels below which such clauses do not apply. (The following is pursuant to Executive Order No. 11246, as amended: Equal Employment Opportunity Act.)
8. During the performance of this purchase order, for amounts exceeding \$10,000 unless exempt, the Seller agrees as follows:
 - a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractual understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and orders of the Secretary of Labor.
 - e. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor or Equal Employment Opportunity, or as otherwise provided by law.
 - g. The Seller will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action as may be necessary to enforce such provisions, including sanctions for noncompliance. Provided, however, that in the event the Seller becomes involved in, or is the threatened with, litigation with a subcontractor or vendor as a result of such litigation by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.
9. CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG) (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies that he does not maintain or provide for his employees any segregated facilities or impose any segregation on the basis of race, color, religion, sex or national origin. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided to employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES: A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.)
9. During the performance of this purchase order, for amounts exceeding \$50,000 unless exempt, the Seller agrees as follows:
 - a. The Seller agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually, before March 31st of each year.
 - b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

C60763 0189

Purchase Order

INSTRUCTIONS

Purchase Order Number

P.O. Date

Buyer

Order Value

Date Delivery

Delivery

IN 981304 PG

Q2MAY97

INI

\$0.00

30JUN97

Q581

S PAGE 4

H

I

P

T

O

Purchasing Contact

Telephone No.

Vendor

PROFESSIONAL SERVICE

A - Auth. No.

R - Req. Write

L - Location

D - Deliver To

U - Use

T - Tax Code

Ship VIA

Shipping Terms

Payment Terms

Item
No.

Quantity &
Unit

Description and Specifications

Price &
Unit

A - Acct. Code
S - Stock No.
C - Comm. Code

L - Stores Loc.
T - Tax Code

OWNER AND VESTED IN CONTRACTOR AT THE
TIME CONTRACTOR TAKES POSSESSION OR
CONTROL OF THE BULK SAMPLE ASBESTOS
CONTAINING MATERIAL AT THEIR PRESENT
LOCATION ON COMPANY'S PREMISES.

COMPLIANCE
CONTRACTOR SHALL COMPLY WITH ALL
FEDERAL, STATE AND LOCAL LAWS,
REGULATIONS AND ORDINANCES ASSOCIATED
WITH THE HANDLING, TESTING, STORAGE
AND DISPOSAL OF BULK SAMPLE ASBESTOS
CONTAINING MATERIAL WHEN PERFORMING
SERVICES UNDER THIS AGREEMENT, AND
COMPANY IS HELD HARMLESS FROM ANY
LIABILITY OR PENALTY INCURRED OR
IMPOSED ON CONTRACTOR FOR ANY
VIOLATION OF ANY SUCH LAWS, REGULA-
TIONS, ORDINANCES, GOVERNMENT
RESTRICTIONS OR OTHER RULES.

CONTRACTOR SHALL NAME THE ALUMINUM
CONTINUED ON PAGE 5

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Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By

J. J. LACLAIR
ALCUA CENTER, PA. 15069

COPY 4

111

- ## TERMS AND CONDITIONS

2. If the Seller, either as principal or by its agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, (including death), or property loss or damage to others including Seller, its agent or employee and invitees of Seller and of the Company) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend and indemnify the Company and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.

5. Amounts payable by the Company to the Seller hereunder are not assignable by the Seller without the prior written consent of the Company.

- Z. This agreement incorporates by reference any currently applicable ~~clauses~~ relating to employment of the handicapped and ~~employment of persons with disabilities~~ of which are required by statutes such as Public Laws 93-112, and 93-580, regulations issued thereunder such as 41 CFR Part 60-741 and 41 CFR Part 60-259, and any additions, amendments or replacements thereto, including any limitations in such clauses as to dollar levels below which such clauses do not apply.

- a. During the performance of this purchase order, for amounts exceeding \$10,000, unless otherwise stated, the Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

- f. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other actions may be imposed and remedial measures provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor on Equal Employment Opportunity, or as otherwise provided by law.

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

- h. **CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG)** (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which: are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at

- any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies that he does not discriminate in hiring, promotion, or other personnel decisions on the basis of race, color, or national origin, and that he does not permit his employees to do so. He certifies that he does not discriminate in the allocation of his employees to different facilities or departments on the basis of race, color, or national origin.

- any contract, order, modification, or subcontract to be performed by a contractor or subcontractor, the contractor shall submit to the Equal Opportunity Officer a copy of the contract, order, modification, or subcontract. The term "housing facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, restrooms, showers, locker rooms, and other facilities, including but not limited to, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided to employees for the purpose of sleeping or for the purpose of living. If a contractor or subcontractor is required by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

- NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.)

9. During the performance of this purchase order, for amounts exceeding \$50,000 unless exempt, the Seller agrees as follows:

- a. The Seller agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually on or before March 31 of each year.

- b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

Purchase Order

2101100212V1

Purchase Order Number	P.O. Date	Buyer	Order Value	Date Delivery Promised	Date Order Received
IN 981304 PG	02MAY97	IN1	\$0.00	30JUN97	05JUN97

S PAGE 5
H
I
P
T
O

Purchasing Contact

Telephone No.

Vendor

PROFESSIONAL SERVICE

A - Auth. No. R - Req. Writ
L - Location D - Deliver To
U - Use T - Tax Code

Ship VIA

Shipping Terms

Payment Terms

Item No.	Quantity & Unit	Description and Specifications	Price & Unit	A - Acct. Code S - Stock No. C - Comm. Code	L - Stores Loc. T - Tax Code
		COMPANY OF AMERICA AS AN ADDITIONAL INSURED ON ITS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. CONTRACTOR SHALL SUBMIT TO COMPANY'S BUYER A CURRENT CERTIFICATE OF INSURANCE. TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF ARE NOT APPLICABLE TO THIS PURCHASE ORDER AND ARE HEREBY DELETED IN THEIR ENTIRETY. SCHEDULE: THE WORK SHALL BE PERFORMED DURING THE PERIOD 1997 MAY 05 THROUGH 1997 JUNE 30. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AMENDMENT HERETO			
PF		CONTINUED ON PAGE 6			

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By
J. J. LACLAIR
ALCOA CENTER, PA. 15069

COPY 4

C60763 0192

INSTRUCTIONS

1. MARK PURCHASE ORDER NUMBER, VENDOR NUMBER AND DATE ON ALL PARCELS, SHIPPING NOTICES, BILL OF LADING, COINVOICES, AND DOCUMENTS.
2. BILLS OF LADING AND SHIPPING NOTICES MUST BE SENT PROMPTLY TO COMPANY AT DESTINATION.
3. CORRESPONDENCE CONCERNING THIS ORDER IS TO BE DIRECTED TO THE OFFICE BELOW SIGNATURE.
4. No boxing or drayage charges will be allowed unless specified on the face of the order.
5. Payments will be made by voucher.
6. Drafts will not be honored.

TERMS AND CONDITIONS

1. The Seller agrees to indemnify and save harmless the Company from all claims arising out of any infringement of patents in the use of the article or articles supplied under this order, and to defend the Seller's expense, any and all suits or actions based on such claims.
2. If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damage to others including Seller and employees and invitees of Seller and of the Company arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.
3. The Seller warrants that no law, rule or ordinance of the United States, a state, or any other governmental authority or agency has been violated in the manufacture or sale of the items covered by this order.
4. This purchase order may be terminated by the Company at any time, as provided in paragraph 8-706 or Part 7, Section VIII of the Armed Services Procurement Regulations, which paragraph, as in effect at the time of the acceptance of this purchase order or if not then in effect as last in effect prior to such acceptance, is by reference thereto incorporated herein and made a part hereof; provided, however, that notwithstanding any provision contained or referred to in said paragraph, costs in the event of any such termination shall be determined in accordance with sound accounting principles.
5. Amount payable by the Company to the Seller hereunder are not assignable by the Seller without the prior written consent of the Company.
6. The Seller hereby certifies that the goods supplied under this order are packaged and labeled in compliance with all applicable international, federal, state and local laws, rules and regulations. The Seller agrees to indemnify, defend and save harmless the Company, or any subsidiary thereof, from any and all liability, loss, damage, expense and cost, including attorney's fees, incurred in connection with claim, demands, fines or judgments arising from the violation of any such law or regulation.
7. This agreement incorporates by reference any currently applicable clauses relating to employment of the handicapped and employment of veterans, the inclusion of which are required by statutes such as Public Laws 93-112, and 93-508; regulations issued thereunder such as 41 CFR Part 60-741 and 41 CFR Part 60-250, and any additions, amendments or replacements thereto, including any limitations in such clauses as to dollar levels below which such clauses do not apply.
(The following is pursuant to Executive Order No. 11246, (amended) Equal Employment Opportunity)
8. During the performance of this purchase order, for amounts exceeding \$10,000 unless exempt, the Seller agrees as follows:
 - a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and related orders of the Secretary of Labor.
 - e. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor on Equal Employment Opportunity, or as otherwise provided by law.
 - g. The Seller will include the provisions of this contract through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Seller becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of his compliance with the provisions of this contract, the Seller may request the United States to enter into such litigation to protect the interests of the United States.
9. CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG) (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which do not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments; and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. He further certifies that his facilities means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and showers, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.)
9. During the performance of this purchase order, for amounts exceeding \$50,000 unless exempt, the Seller agrees as follows:
 - a. The Seller agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually, not later than March 31 of each year.
 - b. The Seller agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

C60763 0193

Purchase Order

INSTRUCTIONS

ALCOA

Purchase Order Number IN 981304 PG	P.O. Date 02MAY97	Buyer IN1	Order Value \$0.00	Date Delivery Provided 30JUN97	Date Material Received 03MAY97
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Purchasing Contact

Telephone No.

Vendor **PROFESSIONAL SERVICE**

A - Auth. No. R - Req. Writer
L - Location D - Deliver To
U - Use T - Tax Code

Ship VIA Shipping Terms Payment Terms

Item No.	Quantity & Unit	Description and Specifications	Price & Unit	A - Acct. Code S - Stock No. C - Comm. Code	L - Stores Loc. T - Tax Code
		THAT IS PROPERLY EXECUTED BY BOTH PARTIES. COMPENSATION: UPON THE RECEIPT OF AN INVOICE THAT CONFORMS WITH THE TERMS HEREIN, THE COMPANY WILL PAY THE CONTRACTOR FOR THE PERFORMANCE OF THE WORK HEREIN AS FOLLOWS: A) REINSPECTION AND REPORT: \$2,750.00 LUMP SUM B) ADDITIONAL SERVICES IF REQUESTED: BULK SAMPLE COLLECTION AND ANALYSIS: \$25.00/SAMPLE TOTAL COST OF THIS AGREEMENT SHALL NOT EXCEED \$3,125.00 WITHOUT A PRIOR WRITTEN AGREEMENT AUTHORIZING ADDITIONAL EXPENDITURE.			
PF		CONTINUED ON PAGE 7			

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By
J. J. LACLAIR
ALCOA CENTER, PA. 15069

COPY 4

- (D) Mail to the Company at the address or addresses otherwise indicated on the order.
- (E) Include this statement on each invoice or bill that is produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof:

TERMS AND CONDITIONS

1. The Seller agrees to indemnify and save harmless the Company from all claims arising out of any infringement of patents in the use of the article or articles supplied under this order, and defend at the Seller's expense, any and all suits or actions based on such claims.
2. If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Company in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Company harmless from and against all liability, claims and demands on account of personal injuries, (including death, or property loss or damage to others including Seller and employees and invitees of Seller and of the Company) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them; and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Company shall specify.
3. The Seller warrants, that no law, rule or ordinance of the United States, a state, or any other governmental authority or agency has been violated in the manufacture or sale of the items covered by this order.
4. This purchase order may be terminated by the Company at any time, as provided in paragraph 8-706 or Part 7, Federal Acquisition Regulation Services Procurement Regulations, which paragraph, as in effect at the time of the acceptance of this purchase order or if not then in effect as last in effect prior to such acceptance, is by reference thereto incorporated herein and made a part hereof; provided, however, that notwithstanding any provision contained or referred to in said paragraph, costs in the event of any such termination shall be determined in accordance with sound accounting principles.
5. Amounts payable by the Company to the Seller hereunder are not assignable by the Seller without the prior written consent of the Company.
6. The Seller hereby certifies that the goods supplied under this order are packaged and labeled in accordance with all applicable international, federal, state and local laws and regulations. The Seller agrees to indemnify and save harmless the Company, or any subsidiary thereof, from any and all liability, loss, damage, expense and cost, including attorney's fees, incurred in connection with claim, demands, fines or judgments arising from the violation of any such law or regulation.
7. This agreement incorporates by reference any currently applicable clauses relating to employment of the bonded and free trade zones of various countries, which are required by statutes such as Public Laws 93-112, and 93-508; regulations issued thereunder such as: 41 CFR Part 60-741 and 41 CFR Part 60-250, and any additions, amendments or replacements thereto, including any limitations in such clauses as to dollar levels below which such clauses do not apply.
- (The following is pursuant to Executive Order No. 11246, as amended - Equal Employment Opportunity)
8. During the performance of this purchase order, for amounts exceeding \$10,000 unless exempt, the Seller agrees as follows:
- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; and recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations, and orders issued by the Secretary of Labor.
- e. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor; or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Seller's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor on Equal Employment Opportunity, or as otherwise provided by law.
- g. The Seller will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action as may be necessary to ensure that all subcontractors and vendors are aware of the provisions of these provisions, including sanctions for noncompliance; however, that in the event the Seller becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of the provisions of the contract, the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.
- h. CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG) (Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. 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Purchase Order

INSTRUCTIONS

ALL

P.O. Date

02 MAY 97

Buyer

IN1

Order Value

\$0.00

Date Delivery

02 MAY 97

Date Invoice

02 MAY 97

PAGE 1

Purchasing Contact

Telephone No.

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NO-PRINT - 104 PM92

A - Auth. No. R - Req. Written
L - Location D - Deliver To
U - Use T - Tax Code

Vendor

PROFESSIONAL SERVICE

Ship VIA

Shipping Terms

Payment Terms

Item
No.Quantity &
Unit

Description and Specifications

Price &
UnitA - Acct. Code
S - Stock No.
C - Comm. Code
L - Signe Loc.
T - Tax Code

NOTES:

- A ATTENTION: SAMUEL J. CATANZARITE, JR.
- B CONTRACTOR SHALL BE LIABLE FOR AND SHALL PAY ALL APPLICABLE PENNSYLVANIA STATE AND LOCAL SALES AND USE TAXES ON CONTRACTOR-FURNISHED MATERIALS WHICH BECOME PERMANENT OR NON-PERMANENT COMPONENTS OF THE WORK.
- C MAIL INVOICES IN DUPLICATE SHOWING PURCHASE ORDER NUMBER AND COMPANY-ASSIGNED VENDOR CODE NUMBER TO: WILLIAM SNEE, ROOM 1920, ALUMINUM COMPANY OF AMERICA, 1501 ALCOA BUILDING, PITTSBURGH, PA 15219

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CONTINUED ON PAGE 8

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By

J. J. LACLAIR
ALCOA CENTER, PA. 15069

C60763 0197

Purchase Order

PO Number: **IN 381305 PG** Date: **02 MAY 97** Buyer: **INI** Order Value: **\$0.00**

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Telephone No. _____
 A - Auth. No. R - Recd.
 L - Location D - Deliv.
 U - Use T - Tax Co.

Vendor **PROFESSIONAL SERVICE**

Ship VIA _____ Shipping Terms _____ Payment Terms _____

Item No.	Quantity & Unit	Description and Specifications	Price & Unit	Alt. Code	Stock No.	Order Code	L - Supp. Loc.	T - Tax Code
J		CONTRACTOR SHALL SIGN ATTACHED ACCEPTANCE COPY AND RETURN IT IMMEDIATELY TO THE COMPANY'S J. J. LACLAIR, PURCHASING AGENT-CONTRACTS, ALUMINUM COMPANY OF AMERICA, ALCOA TECHNICAL CENTER, 100 TECHNICAL DRIVE, ALCOA CENTER, PENNSYLVANIA 15069. • ACCEPTED ON THE TERMS AND CONDITIONS STATED HEREIN: • CONTRACTOR _____ • AUTHORIZED SIGNATURE _____ • DATE _____ TITLE _____						

PF

Note: In accepting this order it is understood the Seller agrees to the terms and conditions shown above and printed on the back hereof. The Company hereby objects to any conflicting or additional terms or conditions. Invoices rendered against this order must be in accordance with instructions printed on the back hereof. All shipments, shipping papers, invoices, and correspondence must be identified with our purchase Order Number.

ALUMINUM COMPANY OF AMERICA

RONALD A. GLAH, Vice President-Procurement and Traffic

By J. J. LACLAIR
ALCOA CENTER, PA. 15069

COPY 4

1992

5. CORRESPONDENCE CONCERNING THIS ORDER IS TO BE DIRECTED TO THE OFFICE OF THE COMPTROLLER OF THE CURRENCY, WASHINGTON, D.C. 20551.
6. No boxing or drayage charges will be allowed unless specified on the order.
7. Payments will be made by voucher.
8. Drafts will not be honored.

A. A. M. R. - Red Wolf

3-3-1, 3-3-2, 3-3-3, 3-3-4, 3-3-5, 3-3-6, 3-3-7, 3-3-8, 3-3-9, 3-3-10, 3-3-11, 3-3-12, 3-3-13, 3-3-14, 3-3-15, 3-3-16, 3-3-17, 3-3-18, 3-3-19, 3-3-20, 3-3-21, 3-3-22, 3-3-23, 3-3-24, 3-3-25, 3-3-26, 3-3-27, 3-3-28, 3-3-29, 3-3-30, 3-3-31, 3-3-32, 3-3-33, 3-3-34, 3-3-35, 3-3-36, 3-3-37, 3-3-38, 3-3-39, 3-3-40, 3-3-41, 3-3-42, 3-3-43, 3-3-44, 3-3-45, 3-3-46, 3-3-47, 3-3-48, 3-3-49, 3-3-50, 3-3-51, 3-3-52, 3-3-53, 3-3-54, 3-3-55, 3-3-56, 3-3-57, 3-3-58, 3-3-59, 3-3-60, 3-3-61, 3-3-62, 3-3-63, 3-3-64, 3-3-65, 3-3-66, 3-3-67, 3-3-68, 3-3-69, 3-3-70, 3-3-71, 3-3-72, 3-3-73, 3-3-74, 3-3-75, 3-3-76, 3-3-77, 3-3-78, 3-3-79, 3-3-80, 3-3-81, 3-3-82, 3-3-83, 3-3-84, 3-3-85, 3-3-86, 3-3-87, 3-3-88, 3-3-89, 3-3-90, 3-3-91, 3-3-92, 3-3-93, 3-3-94, 3-3-95, 3-3-96, 3-3-97, 3-3-98, 3-3-99, 3-3-100, 3-3-101, 3-3-102, 3-3-103, 3-3-104, 3-3-105, 3-3-106, 3-3-107, 3-3-108, 3-3-109, 3-3-110, 3-3-111, 3-3-112, 3-3-113, 3-3-114, 3-3-115, 3-3-116, 3-3-117, 3-3-118, 3-3-119, 3-3-120, 3-3-121, 3-3-122, 3-3-123, 3-3-124, 3-3-125, 3-3-126, 3-3-127, 3-3-128, 3-3-129, 3-3-130, 3-3-131, 3-3-132, 3-3-133, 3-3-134, 3-3-135, 3-3-136, 3-3-137, 3-3-138, 3-3-139, 3-3-140, 3-3-141, 3-3-142, 3-3-143, 3-3-144, 3-3-145, 3-3-146, 3-3-147, 3-3-148, 3-3-149, 3-3-150, 3-3-151, 3-3-152, 3-3-153, 3-3-154, 3-3-155, 3-3-156, 3-3-157, 3-3-158, 3-3-159, 3-3-160, 3-3-161, 3-3-162, 3-3-163, 3-3-164, 3-3-165, 3-3-166, 3-3-167, 3-3-168, 3-3-169, 3-3-170, 3-3-171, 3-3-172, 3-3-173, 3-3-174, 3-3-175, 3-3-176, 3-3-177, 3-3-178, 3-3-179, 3-3-180, 3-3-181, 3-3-182, 3-3-183, 3-3-184, 3-3-185, 3-3-186, 3-3-187, 3-3-188, 3-3-189, 3-3-190, 3-3-191, 3-3-192, 3-3-193, 3-3-194, 3-3-195, 3-3-196, 3-3-197, 3-3-198, 3-3-199, 3-3-200, 3-3-201, 3-3-202, 3-3-203, 3-3-204, 3-3-205, 3-3-206, 3-3-207, 3-3-208, 3-3-209, 3-3-210, 3-3-211, 3-3-212, 3-3-213, 3-3-214, 3-3-215, 3-3-216, 3-3-217, 3-3-218, 3-3-219, 3-3-220, 3-3-221, 3-3-222, 3-3-223, 3-3-224, 3-3-225, 3-3-226, 3-3-227, 3-3-228, 3-3-229, 3-3-230, 3-3-231, 3-3-232, 3-3-233, 3-3-234, 3-3-235, 3-3-236, 3-3-237, 3-3-238, 3-3-239, 3-3-240, 3-3-241, 3-3-242, 3-3-243, 3-3-244, 3-3-245, 3-3-246, 3-3-247, 3-3-248, 3-3-249, 3-3-250, 3-3-251, 3-3-252, 3-3-253, 3-3-254, 3-3-255, 3-3-256, 3-3-257, 3-3-258, 3-3-259, 3-3-260, 3-3-261, 3-3-262, 3-3-263, 3-3-264, 3-3-265, 3-3-266, 3-3-267, 3-3-268, 3-3-269, 3-3-270, 3-3-271, 3-3-272, 3-3-273, 3-3-274, 3-3-275, 3-3-276, 3-3-277, 3-3-278, 3-3-279, 3-3-280, 3-3-281, 3-3-282, 3-3-283, 3-3-284, 3-3-285, 3-3-286, 3-3-287, 3-3-288, 3-3-289, 3-3-290, 3-3-291, 3-3-292, 3-3-293, 3-3-294, 3-3-295, 3-3-296, 3-3-297, 3-3-298, 3-3-299, 3-3-300, 3-3-301, 3-3-302, 3-3-303, 3-3-304, 3-3-305, 3-3-306, 3-3-307, 3-3-308, 3-3-309, 3-3-310, 3-3-311, 3-3-312, 3-3-313, 3-3-314, 3-3-315, 3-3-316, 3-3-317, 3-3-318, 3-3-319, 3-3-320, 3-3-321, 3-3-322, 3-3-323, 3-3-324, 3-3-325, 3-3-326, 3-3-327, 3-3-328, 3-3-329, 3-3-330, 3-3-331, 3-3-332, 3-3-333, 3-3-334, 3-3-335, 3-3-336, 3-3-337, 3-3-338, 3-3-339, 3-3-340, 3-3-341, 3-3-342, 3-3-343, 3-3-344, 3-3-345, 3-3-346, 3-3-347, 3-3-348, 3-3-349, 3-3-350, 3-3-351, 3-3-352, 3-3-353, 3-3-354, 3-3-355, 3-3-356, 3-3-357, 3-3-358, 3-3-359, 3-3-360, 3-3-361, 3-3-362, 3-3-363, 3-3-364, 3-3-365, 3-3-366, 3-3-367, 3-3-368, 3-3-369, 3-3-370, 3-3-371, 3-3-372, 3-3-373, 3-3-374, 3-3-375, 3-3-376, 3-3-377, 3-3-378, 3-3-379, 3-3-380, 3-3-381, 3-3-382, 3-3-383, 3-3-384, 3-3-385, 3-3-386, 3-3-387, 3-3-388, 3-3-389, 3-3-390, 3-3-391, 3-3-392, 3-3-393, 3-3-394, 3-3-395, 3-3-396, 3-3-397, 3-3-398, 3-3-399, 3-3-400, 3-3-401, 3-3-402, 3-3-403, 3-3-404, 3-3-405, 3-3-406, 3-3-407, 3-3-408, 3-3-409, 3-3-410, 3-3-411, 3-3-412, 3-3-413, 3-3-414, 3-3-415, 3-3-416, 3-3-417, 3-3-418, 3-3-419, 3-3-420, 3-3-421, 3-3-422, 3-3-423, 3-3-424, 3-3-425, 3-3-426, 3-3-427, 3-3-428, 3-3-429, 3-3-430, 3-3-431, 3-3-432, 3-3-433, 3-3-434, 3-3-435, 3-3-436, 3-3-437, 3-3-438, 3-3-439, 3-3-440, 3-3-441, 3-3-442, 3-3-443, 3-3-444, 3-3-445, 3-3-446, 3-3-447, 3-3-448, 3-3-449, 3-3-450, 3-3-451, 3-3-452, 3-3-453, 3-3-454, 3-3-455, 3-3-456, 3-3-457, 3-3-458, 3-3-459, 3-3-460, 3-3-461, 3-3-462, 3-3-463, 3-3-464, 3-3-465, 3-3-466, 3-3-467,

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