

J. J. Kelly

Ford Motor Company

PURCHASE ORDER NUMBER
(SHOW THIS NUMBER ON ALL SHIPPING AND BILLING DOCUMENTS)

NP-290474-C

PUR. OFC.
FEB 61 4376C-M

THE FORD MOTOR COMPANY, OF DEARBORN, MICHIGAN
BUYER, HEREBY AGREES TO PURCHASE AND RECEIVE, AND

Allied World's Fair Service Corp.
350 Fifth Avenue
New York, New York 10001

DATE OF ORDER

2/1/64

DELIVERY DATE

As Required

SHIPPING POINT

Services

SELLER AGREES TO SELL AND DELIVER SUPPLIES OR SERVICES SPECIFIED HEREIN,
SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF.

SHIP TO:

FORD MOTOR COMPANY
Ford Exhibit Building
New York World's Fair
Flushing, New York

SALES—USE TAX STATUS

IF SHIPMENT IS TO ANY LOCATION IN: ALABAMA—SEE CLAUSE A BELOW; KENTUCKY—SEE CLAUSE B BELOW; MICHIGAN—SEE CLAUSE C BELOW; OHIO—SEE CLAUSE D BELOW.
IF SHIPMENT IS TO ANY STATE OTHER THAN ABOVE, DO NOT BILL SALES OR USE TAXES IN CONNECTION WITH TANGIBLE PERSONAL PROPERTY SHIPPED PURSUANT TO THE PROVISIONS OF THIS ORDER. FORD CONSIGNEE LOCATIONS WILL ACCRUE TAX, IF ANY IS LEGALLY DUE, AND REMIT SUCH TAX DIRECTLY TO THE APPROPRIATE TAXING JURISDICTIONS.

CHARGE AND MAIL INVOICE TO:

FORD MOTOR COMPANY
Central Office Acct'g.
P.O. Box 118
Dearborn, Michigan

F. O. B. (TITLE TRANSFER POINT)

DESTINATION
 CARRIER, SELLER'S PLANT
 Services

TRANSPORTATION TERMS

PREPAID
 Services
 COLLECT
 PREPAID TO

ROUTING

Services

PROJECT NUMBER

ITEM NUMBER

ACCOUNT CLASSIFICATION

2971-B1-T1-D-1

FORD WORK ORDER

PAYMENT TERMS

Net - Invoicing Weekly

QUANTITY

SHOW THIS CODE ON ALL SHIPPING PAPERS

DESCRIPTION OF SUPPLIES OR SERVICES

UNIT

UNIT PRICE

Seller to provide the following services as required and authorized at the Buyer's New York World's Fair Exhibit:

Services:

- (a) Cleaning, including window cleaning, policing, furnishing of lavatory attendants and other janitorial services; exterminating and pest control; maintenance of landscaping and gardening; maintenance (other than electrical maintenance) of mechanical and display equipment in Buyer's Exhibit; maintenance of the structure of the Exhibit; furnishing of ride and attraction attendants and operators, equipment operators, projectionists and stage hands; collection and turnover to Buyer's designated representative of money in vending machines; and other related services, in accordance with Buyer's instructions.
- (b) Refuse Removal Services, i.e., collecting once a day, from the street adjacent to The Exhibit, at such reasonable time as shall be convenient, the garbage, refuse and waste from the refuse containers furnished by Buyer and thereafter disposing of same.

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SALES-USE TAX STATUS—Appropriate clause applicable as indicated above.

- (A) Bill no sales or use tax. Under Regulation A, Ford (Permit No. 83) remits applicable sales and use taxes direct to the State of Alabama and Colbert County, Alabama.
- (B) Bill no sales or use tax. Under its direct payment authorization, Ford (Permit No. B44B) remits applicable sales and use taxes direct to the Commonwealth of Kentucky.
- (C) Ford Motor Company, holder of license number 1-011888 issued by the Michigan Department of Revenue, agrees to account for and pay all Michigan sales or use

- tax as may arise by reason of this sale or purchase; and further agrees to assume the obligation of the seller to pay or collect such tax.
- (D) The Department of Taxation of Ohio has issued Direct Payment Permits to all Ohio locations of Ford Motor Company. These permits authorize purchases of tangible personal property without payment of tax at the time of purchase. We have agreed to maintain adequate records of all purchases and pay tax on the taxable items directly to the Treasurer of State.

NOTE: AP PREFIXED ORDERS ONLY

THE SIGNING AND RETURNING TO BUYER BY SELLER OF THE ACKNOWLEDGMENT COPY SHALL CONSTITUTE ACCEPTANCE BY SELLER OF THIS PURCHASE ORDER AND OF ALL OF ITS TERMS AND CONDITIONS.

Ford Motor Company

BY

PURCHASING

Ford Motor Company

PUR. OFC. 3619 C/M
DEC 87

DATE 2/1/64

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PURCHASE ORDER NO. NP-290474-C

Allied World's Fair Service Corp.

DESCRIPTION OF MATERIAL

UNIT PRICE

Charges:

Buyer shall pay Seller an amount equal to Seller's operating cost (as defined below) incurred in performing the Services, plus a management fee equal to 3% of Seller's payroll cost and material cost, as defined in clauses (a) and (e) below. The term "operating cost" shall mean the sum of the following items of cost, including any such item paid by Seller after the termination of this Agreement;

ADDITIONAL INFORMATION SYSTEMS MASTER PRINTED BY THE SELLER

- (a) payroll cost of employees in the Exhibit area, including accruals for holidays, vacations, sick leave, and any other costs other than those referred to in this clause (a) required under any collective bargaining agreement to which Seller is a party;
- (b) employer contribution cost, in relation to employees included in the payroll cost mentioned in the foregoing clause (a), of every nature whatsoever, including, but not limited to, social security, unemployment insurance, benefits for medical and hospital care, disability, death, or pensions on retirement, or insurance or annuity contracts to provide any of the foregoing, and all payments other than those referred to in the foregoing clause (a) required under any collective bargaining agreement to which Seller is a party;
- (c) cost of premiums for workmen's compensation and cost of premiums for bonding employees;
- (d) cost of premiums for public liability, contractual liability, property damage and all other forms of insurance obtained pursuant to this Agreement;
- (e) material cost, including cost of materials, fuel, parts, tools, sundries and supplies, and equipment costing less than \$100 per item;
- (f) cost of employees' uniforms or other work apparel and the cost of cleaning and repairing the same, and cost of security checks of employees;
- (g) cost of maintaining any equipment used in furnishing the Services;

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DESCRIPTION OF MATERIAL

UNIT PRICE

- (h) all other expenses properly chargeable to operating cost, including but not limited to, permits, licenses and fees and local property, business or privilege taxes;
- (i) the charges to Seller for any part of the Services which are sub-contracted;
- (j) an amount equal to 2.42% of the aggregate wages of Seller's union personnel in the Exhibit area, which shall be considered as reimbursement for costs incurred prior to the opening of the Fair, which percentage, with the approval of the New York World's Fair 1964-1965 Corporation, may be increased or decreased by Seller effective as of June 1, 1964;
- (k) an amount equal to 7.22% of the aggregate wages of Seller's union personnel in the Exhibit area, for such items as Seller's direct on-the site costs for top-level supervision, personnel hiring and space rentals; and
- (l) an amount equal to 4% of the aggregate amounts provided in the foregoing clauses (a) through (k), inclusive, except on the charges to Seller for any part of the Services which are sub-contracted to any other subsidiary of Allied Maintenance Corporation.

Charges for Refuse Services.

Buyer shall pay Seller \$2.75 per cubic yard of refuse picked up and disposed of by Seller.

Charges for Exterminating Service

Buyer shall pay Seller \$45.00 per week for exterminating services for each week such services are ordered by Buyer's authorized representative. Such service does not include the car seats for track vehicles.

Charges for window cleaning service shall be covered by an Amendment to this order after mutual agreement between Buyer and Seller.

Unscheduled emergency calls for plumbers required for service after the normal two-shift operation shall be billed in accordance with the following example computation:

Computation of straight time "on call" rate for plumbers:

Labor rate, per subcontract

\$ 9.65

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Ford Motor Company

DATE 2/1/64

PUR. OFC. 3619 CM
DEC 67

PAGE NO. 4
ORDERED FROM

CONTINUED FROM PAGE NO. 3
Allied World's Fair Service Corp.

PURCHASE ORDER NO. NP-290474-C

DESCRIPTION OF MATERIAL	UNIT PRICE
Supervision	\$ 2.22
Direct department costs (shop, tools, transportation, etc.)	.53
Direct on-site costs at 7.22%	.70
Pre-commencement costs at 2.42%	.23
Subtotal	\$13.33
Pool idle time factor at 18%	2.40
Pool foreman charge	.31
Subtotal	\$16.04
Management fee at 7%	\$ 1.12
Total	\$17.16

Capital Equipment

Seller will make recommendations to Buyer with respect to capital equipment which Seller believes is necessary in connection with the furnishing of Services to Buyer hereunder. If Buyer approves such recommendations, Buyer will make such equipment available to Seller or direct Seller to purchase same for Buyer in accordance with the purchase provisions of this Purchase Order. All such equipment shall remain Buyer's property at all times.

Bills

Seller will submit weekly bills covering all costs and charges hereunder. All bills shall be due and payable upon receipt and approval thereof.

Accounts

The Buyer may, upon request, at any time during regular business hours, inspect so much of Seller's books and records as pertain to the costs incurred in furnishing the Services.

Insurance

Seller shall maintain workmen's compensation, employer's liability and unemployment and disability benefits insurance. Seller shall also maintain public liability insurance for bodily injury, including death, and for

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Insurance (Continued from Page 4)

all damages arising out of injury to or destruction of property, at the limits stipulated, and with the insurance companies selected, by the New York World's Fair 1964-1965 Corporation. Further detail on insurance requirements shall be added by amendment.

Storage Space, etc.

The Buyer shall, without charge, furnish for use by Seller's employees, suitable storage, locker room, shop and washroom space, together with lockers and furniture, if necessary, and telephone service and utilities.

Force Majeure

Seller shall not be responsible for impairment or interruption of the Services contracted for caused by fire, weather, labor disputes, shortages of labor or materials, regulations or rulings of any governmental agency, or of the New York World's Fair 1964-1965 Corporation, or any court order, or any cause (whether similar or dis-similar to the foregoing) beyond Seller's reasonable control.

Assignment and Subcontracting.

Seller may assign the performance of this Agreement to any other wholly-owned subsidiary of Allied Maintenance Corporation. Seller may sub-contract any of the Services provided that Seller shall remain responsible for the performance thereof.

The Seller shall supply competent supervisory personnel and other qualified employees as required by Buyer to perform the Services described herein.

The Buyer reserves the right to regulate the number of employees furnished by Seller and further reserves the right to accept or reject personnel furnished by Seller. Undesirable personnel shall be removed at Buyer's request.

The Seller shall indemnify and hold the Buyer harmless from all claims and demands of third persons arising out of Seller's operations under this Purchase Order, whether due to the fault of Seller or otherwise, and shall also reimburse Buyer for counsel fees and expenses incurred by Buyer in connection with such claims or demands.

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19 CM

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DESCRIPTION OF MATERIAL

UNIT PRICE

The Seller shall, when authorized by Buyer, procure materials, supplies, equipment, etc., as required for the maintenance and operation of the Exhibit. The Buyer shall reimburse Seller for such service Seller's actual purchase price plus 7%. All trade discounts and allowances received by Seller shall be credited to Buyer. Copies of invoices received by Seller for said purchases shall be attached to Seller's billings.

Buyer's Instructions:

Seller and its employees shall comply with Buyer's instructions in performing under this Purchase Order.

Seller's personnel shall be instructed and orientated in the rules and regulations governing Buyer's personnel and shall endeavor at all times to establish good working relationship with Buyer's employees.

Area restrictions of Buyer's Exhibit affecting Seller's personnel shall be imposed at the discretion of Buyer's authorized personnel.

No claim by Seller for increase compensation for additional services (except when done in pursuance of written authorization from Buyer's Construction and Equipment Purchasing Department) will be considered unless written notice of claim is made to Buyer before commencing with such additional services.

It is understood and agreed that Seller is an independent Contractor and not an employe of the Buyer, and that the employes of Seller are not employes of the Buyer and Seller agrees to pay all taxes and contributions required by law for social security, old age pensions, unemployment or any other law or act relating to its employes.

This Purchase Order supercedes and cancels Purchase Order No. NP-327657-C.

MLD:JGS:hj

J. J. Zehrot

PN-29047415/8/64

A. Huss

6/4/64

cc: J. G. Mullaly

A. W. Huss

A. Scalia (2)

R. D. Lamerson

PURCHASE ORDER NUMBER

WORLD'S FAIR MAINTENANCE COMPANY

Foreman Rate

	<u>First 5 Days Straight Time</u>	<u>Overtime After First 7 Hours</u>	<u>6th & 7th Days</u>
Basic Rate	6.55	9.83	9.83
Hours Per Day	<u>X 7</u>	<u>X 1</u>	<u>X 7</u>
Supervision 10%	45.85	9.83	68.81
	<u>4.59</u>	<u>.98</u>	<u>6.88</u>
Taxes & Benefits (33.022%)	50.44	10.81	75.69
Penalty	16.66 (28.45%)	3.08 (28.45%)	21.53
Uniforms	4.00	0.00	4.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Administration 10%	71.10	13.89	101.22
	<u>7.11</u>	<u>1.39</u>	<u>10.12</u>
Home Office Admin & Profit 10%	78.21	15.28	111.34
	<u>7.82</u>	<u>1.53</u>	<u>11.13</u>
Price of 7 Hour Day	86.03		122.47
Hourly Rate	12.29	16.81	17.50

Carroll's Rate

167

727

12 X

381
882
703
195
024

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ALLIED WORLD'S FAIR SERVICE CORPORATION

EXHIBITOR DIVISION

Computation of straight time "on-call" rate for plumbers:

Labor rate, per subcontract	\$ 9.65
Supervision	2.22
Direct departmental costs (shop, tools, transportation, etc.)	0.53
Direct on-site costs at 7.22%	0.70
Pre-commencement costs at 2.42%	<u>0.23</u>
Subtotal	\$13.33
Pool idle time factor at 18%	2.40
Pool foreman charge	<u>0.31</u>
Subtotal	\$16.04
Management fee at 7%	<u>1.12</u>
Total	<u><u>\$17.16</u></u>

Every Dearborn, single
 [] Friday w/ at only

ALUMINUM WORLD'S FAIR SERVICE CORPORATION
HOURLY RATES - EXHIBITOR DIVISION

Classification	Effective Fixed Price Contract Rate	On-Call Rate			
		Straight Time	1-1/2 X	2 X	2-1/2 X
100 Day & Afternoon Male Cleaner	4.028				3 X
101 Night Male Cleaner	4.169	4.122 (a)	6.109	(d)	10.381 (d)
102 Day Pick Up & Toilet Attendant	3.618	4.628 (a)	6.711	(d)	10.882 (d)
103 Night Pick Up & Toilet Attendant	3.792	4.142	5.995	(d)	9.703 (d)
130 Day & Afternoon Matron	3.315	4.344	6.295	(d)	10.195 (d)
144 Carpenter	9.451	3.864	5.585	(d)	9.024 (d)
147 Painter	8.070	11.820 (b)	(d)	22.307 (d)	32.793 (d)
154 Lead Ride & Attraction Attendant	3.578	11.506 (c)	(d)	21.702 (d)	31.893 (d)
159 Equipment Operator	8.123	10.386	15.094	19.808 (d)	(d)
160 Mechanic	8.480	10.895	(d)	19.363 (d)	(d)
161 Ride & Attraction Attendant	3.180	11.315	(d)	20.167 (d)	(d)
188 Projectionist	9.650	4.270	(d)	8.168 (d)	(d)
241 Laborer	6.542	11.440	16.377	(d)	(d)
255 Driver - Night	(d)	9.064	12.701	16.337 (d)	(d)
271 Iron Worker	9.348	8.755	12.265	15.774 (d)	(d)
		9.032	13.04	17.048 (d)	(d)
		11.803 (b)	(d)	22.820 (d)	(d)
		11.518 (c)	(d)	22.258 (d)	(d)
282 Stagehands	5.227	6.541	9.574	(d)	(d)
291 Millwright	9.451	12.127 (b)	(d)	23.297 (d)	(d)
164 Stationary Engineer	8.723	11.506 (c)	(d)	21.702 (d)	(d)
186 Window Cleaner	6.490	11.508	16.159	(d)	31.893 (d)
141 Plumbers		17.160	9.735	(d)	30.111 (d)
Legend:					(d)

(a) Subject to 10% charge for materials, where applicable.
 (b) Effective July 1, 1964.
 (c) Effective through June 30, 1964.
 (d) Not applicable.