				`	
orm # P 04 DISP	LAY THIS CA	ARD ON F	PRINCIPAL		
	Cľ	TY OF	PORT	LAN	PERMIT ISSUED
Please Read Application And Notes, If Any, Attached	بانتو	PE	ERMIT		Permit Nu <b>HIN</b> r: <b>2</b> 5 <b>6</b> 63 <b>2005</b>
his is to certify that	MERRILL INDUSTRI	ES IN Cianbro			CITY OF PORTLAND
as permission to	Add a newsprint wareho	ouse, yl glad	vanized el fram	ne sulated h	nealed on reinforced concrete pad
601 DANFORTH ST	r			072	A003001
he construction, his department.	, maintenance ar	na u of buil	aings and st	tures,	and of the application on file i
Apply to Public Worl and grade if nature such information.		N ication gi and wr be e this t la d or d	inspection mu n permistion pro- bling or the closed- CE IS REQUIRED	reo	A certificate of occupancy must be procured by owner before this build- ing or part thereof is occupied.
- alth Dept.	1 123 6-6-				
Appeal Board				$\mathcal{L}$	Director - Building & Inspection Services
Dopution		ENALTY FOR	REMOVINGT	HIS CARE	

Loca	Congress Street, 04101	Owner Name:	, 1 dx. (207) 074-0		05-0630 r Address:	╧╪═╼╛╝╿	243	072 A00	
	DANFORTH ST		DUSTRIES INC		DANFORTH	ST		Phone:	
	less Name:	Contractor Name			actor Address:		ר החם	PIAMO	
		Cianbro Corp.		1	W. Commere	LITU	F PUKI	LAND 207773589	52
Lesse	e/Buyer's Name	Phone:	<u> </u>		t Type:				Zone:
				Add	litions - Com	mercial			WP
Past	Use:	Proposed Use:		Perm	it Fee:	Cost of Worl	: CE	O District:	1
Mai	ine Terminal	Marine Termi	nal / Add a newsprint	t   9	\$21,711.00	\$2,410,00	1	3	
			nyl glad galvanized	FIRE	DEPT:	Approved	INSPECTI	ON:	·
			sulated heated on		[	Denied	Use Group	52	Type: 26
		reinforced con	crete pad		A1.	J Denied		110	1-
					$\alpha$ $11$		$\mathbf{\mathbf{\mathbf{\mathcal{G}}}}$	1901	05
-	osed Project Description:			Curditains					
Add a newsprint warehouse, Vinyl glad galvanized stee		eel frame, insulated	Signature:		Signature:				
hear	ed on reinforced concrete	pad		PEDE	STRIAN ACTI	VITIES DIST	RICT (P.A.	D.) /	V
			Action: Approved Appr		roved w/Cor	ved w/Conditions Denied			
				Signa	ture:		Da	ite:	
Perm	it Taken By:	Date Applied For:	Į		Zoning	Approva	 		
ldc	bson	05/20/2005					_		
1.	This permit application d	oes not preclude the	Special Zone or Re	views	Zonir	ng Appeal		Historic Prese	rvation
	Applicant(s) from meetin Federal Rules.		Shoreland N	1	🗍 Variance		Ð	Not in District	or Landmark
2.	Building permits do not i septic or electrical work.	nclude plumbing,	U Wetland	D (	🗌 Miscella	neous		Does Not Req	uire Review
3. Building permits are void if work is not started within six (6) months of the date of issuance.		Flood Zone R	elite onec	Conditie	onal Use		Requires Revi	ew	
	False information may in permit and stop all work.	validate a building	Subdivision	, -		ation		Approved	
			Site Plan	anti?		:d		Approved w/C	Conditions
			( # 1005 T						
				™ □ M ( 0>	Denied			Denied	$\sum$

#### CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

1.7-05 West wall forting four par 1.15 Oshechal East wall for Losty Pau rebar witeld 7-26-05 Chestin bootigs of to Pour and 8/405 - Miched Loading Joch wall Afric balfer 1/05 - Miched Loading Joch wall Afric balfer 010- checked formot retar for left pide wall ok- to pain. Jon M 2/12/05 - Check foundation walls for Backfell-Branchellens seen OK to check on Im M NO Profilens performation walls OK to Pan mw 8/24/05 - Checker Foundation aren in backfur (Fing) 8/24/05 - Checker Foundation aren in backfur (Fing) NO 1550000 DECK - DIC to pami Jun K nmw 82605 Stortel from steel structure and still pours formation walls on north Side My

### **All Purpose Building Permit Application**

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 601	DANT	URTH ST (	(NW	PAD)	
Total Square Footage of Proposed Structure Sーイ、Sーフラ sート	Square Footage of Lo 1, 263,	z Yo			
Tax Assessor's Chart, Block & LotOnChart#7 ZBlock#ALot#3, 7, 15	wner: MCR	eill Endustri	L'S Dicc	Telephone: 2.07 かりん じんひ	
tel M	lephone: 1272.RIL 14 LEGe	name, address & ( CAMOUNTRILES & In 14:11 Real Ha, ME 04096	wa	ost Of ork: <u>\$ Z, 410,0</u> 00 <b>9: \$</b> Z (, 71(	
Current use: MARINIE TECHINAL		846-0100			
If the location is currently vacant, what was pr	rlor use: _			_	
Approximately how long has It been vacant:					
Proposed use: NEWS PRINT WAREHOUSE Project description: Vinyl elad, galuanized steel forme, insulated and heated on reinformed concrete prod.					
Contractor's name, address & telephone: CU	ANBRE	, CARP 366 W	) Com	12-011 ( St 223-555	
Who should we contact when the permit is real Mailing address:	<sup>ady:</sup> PD.	MERALL LEBES (HILL RO)		- 711 Ban ford Mc 324-2877	
We will contact you by phone when the permi review the requirements before starting any we and a \$100.00 fee if any work starts before the	it is ready ork, with (	a Plan Reviewer. A sta	nd pick u p work c		
F THE REQUIRED INFORMATION IS NOT INCLUDED DENIED AT THE DISCRETION OF THE BUILDING/PLA NFORMATION IN ORDER TO APROVE THIS PERMIT					

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant:	$\left( \begin{array}{c} \\ \end{array} \right)$		Date:	May 20	2001
	$\left( \right)$	. /			· · · · · · · · · · · · · · · · · · ·

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall

P.O. Box 711 Sanford Municipal Airport Sanford, ME 04073	Letter of Transmittal		
Sanford Municipal Airport	Date: 12/2/05 Job No.05014		
Sanford, ME 04073	Attention: Mike Nugent		
Phone: (207)324-2877	Regarding: Merrills		
Mr. Mike Nugent			
Inspection Services Manager City of Portland			
389 Congress Street			
Portland, Me. 04101	Phone: 207-874-8716		
	Fax:		

- Shop DrawingsColor Prints
- CalculationsSamples

SpecificationsCopy of Letter

DiskettesInspection Reports

We are sending you: \_\_\_\_ Attached \_\_\_\_ Under separate cover via \_\_\_\_\_ FedEx\_\_\_

DRAWING #	COPIES	REV.	DESCRIPTION	DRAWN	APPROVED
	1		WELD EXAMINATION REPORTS 12 PAGES		
	1		INSPECTION RECORD		
	7 SETS		PURCHASE ORDERS, INVOICES, AND TEST RESULTS		

These are transmitted as checked below:

- □ For approval
- □ For review and comment
- For your use
- □ As requested
- □ Approved as submitted
- □ Approved as noted
- □ For fabrication

	Returned	for corrections
_	<b>D</b>	

□ Resubmit \_\_\_\_ copies for approval

□ Submit\_\_\_\_ copies for distribution

- Return \_\_\_\_\_ approved prints
- For bids due\_
- □ Prints returned after loan to us
- □ \_\_\_\_copy of each print for your records

the following items:

Remarks:

copy to: file

#### SIGNED: Michelle Hood for Gary Sutryn

if enclosures are not as noted, kindly notify us at once.

## **J RUBE** WELD EXAMINATION REPORT

Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9 12 05	Procedure: VISUAL

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
1	G7R	roof	40477	oic
1	GZF	roof	40477	oic
10	53F	roof	40476	0 K
10	5 <u>4</u> 1	roof	40475	DK
_[	G5F	roof	40475	OK
1	GGF_	roof	4047G	36
1	67F	roof	40477	oR
d	B2	roo f	40.502	oK_

**Results:** 

CT.

RII

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

Equipment Used:

Flashlight & Weld Gages

Mike ParentWarber Jame9/12/05Inspector:Print NameSignatureDateFred SmalleyImage: Signature9/12/05	Assistant Inspector:	Print Name	Signature	Date
Inspector: Print Name Signature Date		Mike Parent	Wachen Tour	9/12/05
	Inspector:			Date

FIGURE 1

## J RUBB WELD EXAMINATION REPORT

Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9 18 05	Procedure: Visual

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
a	BЗ	roof	40501	0K_
$\mathcal{A}$	B4	roof	40.500	فار
2	BŚ	raf	40.500	ok
2	36	roof	4050/	OK
2	BJ	noof	40402	OK
2	Ta	roof	405/75	OK
a	Т3	$-\cos f$	40.50 4	OK
$\partial$	T4	1 con	4550.3	ok
	• •	•	10	

#### **Results:**

i.

Ι.

BU

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

Equipment Used:

Flashlight & Weld Gages

Assistant Inspector: P		Signature	Date
Mi	ce Parent	markath	JA 9/8/05
inspector.	<sup>int Name</sup> d Smalley	Signature	Date 9/8/05

FIGURE 1

## **UTRUBE** WELD EXAMINATION REPORT



Job Number: S/14	Customer Specifications: AWS D1.1:2004	
Customer Name: MERC4 11	Acceptance: AWS D1.1:2004	
Date of Examination: 9) 9) 05	Procedure: VISUAL	

Scope: Visual weld inspection performed on 100% of weld items listed below.

QTY	/ ID	DESC.	DWG.#	STATUS
4	CAI	L CANOPY TRUS	5 40631	OK
4	CAI	R CANOPI TR	1555 40634	ok
8	CA2	Canopy Tension	Parlin 40558	ok
4	CA3	CANDAY MID	Rielin 40558	<u>     ok</u>
8_	CAY	CANODY COMPRES	is Puelin ups53	<u>OK</u>
	CII		entical 40669	OK
2	C13	Vertical.	40671	olc
	C14	Lower Vertic	hel Cohomin 40672	OK

#### **Results:**

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

Equipment Used:

Assistant Inspector:	Print Name	Signature	Date
	Mike Parent	Minst Count	914/05
Inspector:	Print Name Fred Smalley	Signature	Date 9/9/05

FIGURE 1

## L TRUBE WELD EXAMINATION REPORT



Job Number: DSD14	Customer Specifications: AWS D1.1:2004
Customer Name: MERRIll	Acceptance: AWS D1.1:2004
Date of Examination: 9/13/05	Procedure: Visual

Scope: Visual weld inspection performed on 100% of weld items listed below.

		******	
QTY ID	DESC.	DWG. #	STATUS
4 111-114	Outer Horazontal	40677	DIC
2 45	Grabie HORIZONTALK	40643	FAILED
245	Crashe Horzizantais	40643	OK
31 41,2,3,4,6	GADE HORIZONITAIS	40643	OK
H7, H7A	Outer Horiz	40644	olc
2 148, HBA	11 (1	40644	OK
2 149, 499	et (1	40644	DIC
2 HID, HNA	11 ()	40644	0K
1			

#### **Results:**

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

weld Size to small #5 2

#### **Equipment Used:**

Assistant Inspector:	Print Name	Signature	Date
-	Mike Parent	Whethere screet	9/13/05
Inspector:	Print Name Fred Smalley	Signature	Date 9/14/05
		FIGURE 1	

#### **LI RUBE** BUILDING SYSTEMS WELD EXAMINATION REPORT

Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: MERIAI	Acceptance: AWS D1.1:2004
Date of Examination: 9 10 05	Procedure: VISUAC

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

	and the second			and the second se
QTY	ID	DESC.	DWG. #	STATUS
4	PI	HIGH Lift Der Top TRIMMER	40553	OR
4	D2R	HIGH LAT DOOR Side	40553	OK
3	PZL		40553	OK
)	P3	Side TRIMMOR W/ ALCSey	Log 40353	OK
4	D4	Vertical CHANNEL BRI		5/6
9 A	14-A16	Handors & Axail Tub	e 40553	015
4	A3L	LEG BEND AXIII W/Canon,	Luc 40553	OK
E	<u>C12</u>	Vertical	40670	ok

#### **Results:**

54 L.

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All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date
	Mike Parent	Weckerstaret	Q/N/05
Inspector:	Print Name Fred Smalley	Signature	Date - 9/10/05
· · · · · · · · · · · · · · · · · · ·			
		FIGURE 1	Page 7 of 7

## **ULT RUBE** WELD EXAMINATION REPORT

Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9/15/05	Procedure: Visual

Scope: Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
18	MR	roof	40470	UK
18	MB	roof	40244	UK
18	MY	roof	40469	or
1	GZR	100 f	40477	ok
	G3R_	_ roof	40476	oK
i G	4R	roof	40475	OL
I G	SR	roof	40475	OK
<u>16</u>	6R	roo F	40476	04

**Results:** 

, **r**:

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All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signațure	Date
	Mike Parent	Muchentsamp	9/15/05
Inspector:	Print Name Fred Smalley	Signature	Date 9/15/05

FIGURE 1



### WELD EXAMINATION REPORT



Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9/7/05	Procedure: VISval

Visual weld inspection performed on 100% of weld items listed below. Scope:

QTY ID	DESC.	DWG. #	STATUS
1 G81	r Lea	40467	OK
J GIF	lea	40467	ok.
1 G-8F	lea	40467	oic
A BI	lea	40243	DIK
2 B8	lea	40243	or
2 TI	lea	40.507	ok
2 TB	lec	40507	ok
	5		·2

#### **Results:**

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date
-	Mike Parent	Winter 3 aunt	9/7/05
Inspector:	Print Name Fred Smalley	Signature	Date - 9/2/05
		11	<i>[</i>
		FIGURE 1	Page 7 of 7



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WELD EXAMINATION REPORT



Job Number: 05D14	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9 17 05	Procedure: VISUais

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
28	Π7	PeakPacketTube	40.589	OK
12	<u> </u>	lea	40243	OK
2	_M5	100	40243_	OK
	MG	lea	40243	OK
1	M7	100	40,556	OK
1	MB	lez	40.555	OK
1	Mg	lea	40243	OK
	GIR	1e2	40467	OK
1				

**Results:** 

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date ,
	Mike Parent	Alexhertrant	9/17/05
Inspector:	Print Name Fred Smalley	Signature	Date

#### LI RUBB BUILDING SYSTEMS

WELD EXAMINATION REPORT

Job Number: 05014	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9/12/05	Procedure: VISVal

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
2	TS	roof	40503	OK
a	Th	rost	40504	OK
$\overline{a}$	77	ranf	40505	ok
ð		Cable plate	37690	24
2	XB	Clamos	39393	OIC
a	A18	Underairt	40246	oK
1	Aia	Tension Tube	40246	Oie
204	All	Lomitudinal	40246	OK

#### **Results:**

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date
	Mike Parent	Mychen Stice	+ 4/12/05
Inspector:	Print Name Fred Smalley	Signature	Date 9/12/05
			)
		FIGURE 1	Page 7 of 7

## **L RUBE** WELD EXAMINATION REPORT

Job Number: ۲۰۲۵	Customer Specifications: AWS D1.1:2004	
Customer Name: MERRILL	Acceptance: AWS D1.1:2004	
Date of Examination: 4 3 05	Procedure: VISUAL	

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

Q	TY ID	DESC.	DWG. #	STATUS
1	CIS	SiDe Door TRIMMIE	40676	DIC
2	2 01	CENter Vert	406:35	ok
2	- (2	INNER Mid Vert	40636	ok
2	2 (3	INNER Mip Vert	40637	<u>٥</u> ۲
2	2 04	INNER MID Vert	40 638	FAIL
Ž	2 C 5	INNER Mis Vert	40639	ok
+ 3	2 04	INNermip Vert	40038	OK
ì 1	00	INNER MIDVerticu	40640	ØK

#### **Results:**

1

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

Item # 4 LUgs 2 04 MISSING

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date
	Mike Parent	Michael Farent	9305
Inspector:	Print Name Fred Smalley	Signature	Date - 9/3/07

FIGURE 1

#### **ULT RUBE** BUILDING SYSTEMS WELD EXAMINATION REPORT

Job Number: 0.5/114	Customer Specifications: AWS D1.1:2004
Customer Name: Merril	Acceptance: AWS D1.1:2004
Date of Examination: 9 10 03	Procedure: VISUAL

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QTY	ID	DESC.	DWG. #	STATUS
4	AI	Peak Axia Frame	40247	OK
àЧ	AZ	Mon Peak Axial Frame	40a45	ok
20	A3	Leabend Axial Tube	40245	or
60	Â4	Non Peak Atia Tube	40245	OIC
24	A5	Compression Tube	40246	ÜK
47	A6	Lea Node	40246	OK
10	47	Peak Arial Tube	B40247	ol
à4	AB	Roof Node	4024G	ν

#### **Results:**

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All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Assistant Inspector:	Print Name	Signature	Date
-	Mike Parent	-Merking Fort	9/10/05
Inspector:	Print Name Fred Smalley	Signature	Date - 9/10/25
			***

## **ULDING SYSTEMS** WELD EXAMINATION REPORT



Job Number: 05114	Customer Specifications: AWS D1.1:2004
Customer Name: Merrill	Acceptance: AWS D1.1:2004
Date of Examination: 9305	Procedure: Visual

**Scope:** Visual weld inspection performed on 100% of weld items listed below.

QT	Y	ID	DESC.	DWG. #	STATUS
1	29	AG	Underairt	40246	OK
	33	AIO	NodeUndera	irt 40246	olc
Ē	B	A17_	Flangelindero	virt 40246	OK
30	)	$P_1 - P_6$	Perimeter T	ubes 40550	oK
2	_6	7L CIR	INNER MID Ver	ctical 40655	DK
2	<u> </u>	36 (SR	INNERMIN Ver.	ticul 40656	٥IC
2	<u>C9</u>	LCIR	INNER Mip Verti	cal 406.57	DIC
1	<u>C1</u>	<u>s'</u>	INNER MID VOR	icul 42658	≥k.

#### **Results:**

All Welded assemblies listed above meet the requirements of AWS D1.1 for visual inspection.

**Equipment Used:** 

Flashlight & Weld Gages

Assistant Inspector:	Print Name Mike Parent	Signature Muu: Otient	Date 4 805
Inspector:	Print Name Fred Smalley	Signature	Date 9/8/05
	F	IGURE 1	Page 7 of 7

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We Cover The Wull!



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INSPECTION RECORD					
Order Numbe	Order Number:				
Drawing No.		Fabricated by	Checked by	Date	
40221	1-3 perimeter	MD	510-	5-2305	
40217	1-3 triairder	MADIA	5/16-	6-105	
40230	Westinghouse les	MDNB	SAC.	6605	
40259	Wating house Peak Trume	JI	SAL	6-13:05	
40364	13 Tayldoor	MPCL	516-	6-2005	
38630	CHQU roof	MONB	910	6-27-05	
40114	L3 Vertical	MPMO	SAC	7-505	,
40470	Merrill roof 3	HP 05	906-	7-1-05	à
38629	CITZIU lea	UBDS	SAG	7-18-05	_
30007	Stack THA Rat	55	Sac	1-23-05	
10243	Merrill Kg	JI	975-	7-2205	ir #
38654	CHAM Axial Ename	MOB	sko-	8705	
4026	Merrill rot Longi	ps JS	SAG	8005	
YUSHS.	Merrill Legbend Frank	DSUS	-Sho-	8-15-05	
40550	Herrill Terimeter lube	JSDS	Sev	50005	
40638	Merrill Gable Vertica	MOJS	SIL	8-29-05	
40643	Memill Cruble Horizonta	HPDB	946-	9605	
40634	Merrill Canopy	UP JS	SAG	91205	
4060	CHAM Lea	MP	506	4-19-05	
40678	ABEL Const - Vabelert	CL	SAG	4-25-05	;
40713	NYCT Fast	CL BL	506	<b>197305</b>	
40.08	BWXT 1CG	a	526	1070-5	
-10/13	NUCT lea	MPCC	SDG	107/05	1
40803	PorthBranch root	DS JS	SAG	10-24-05	
40816	porth Branch tound	JUDS	516	103/05	
40861	North Branch Les	MPJSH		1-8-05	
40844		me 0535a	SAG-	117405	
10401	Alberic, root	BC MD	5110-	11-28-05	
File Deft City					
File Ref.: G:\AMIPRO\DOCS\ISO9001\QP8.SAM       Form No. 80 Rev. A					



## We Gover The World."

BUILDING SYSTEMS

RUBB, INC.

P.O. Box 711, 1 Rubb Lane Sanford, Maine 04073 USA Tel: 207 324 2877 Fax: 207 324 2347 E-mail: info@rubbusa.com

November 23, 2005

Mr. Mike Nugent Inspection Services Manager City of Portland 389 Congress Street Portland, ME 04101

By Telefax: 207-874-8716

Re: "Merrill 7" Rubb Structure

Dear Mike:

Rubb, Inc. has designed, fabricated and installed the Merrill 7 Rubb structure to meet the requirements of IBC 2003.

All of the special inspections listed in the attached Statement of Special Inspections and Seismic Quality Plan have been completed satisfactorily.

If you have any questions please feel free to give me a call.

Best Regards, Rubb, Inc.

Gary E. Sutryn, P.E. Chief Engineer







#### Rubb Inc., Sanford, Me. 04073 Statement of Special Inspections

Page of

Project: MERRILL 7 STRUCTURE Location: MERRILL MARINE TERMINAL, PORTLAND, ME. Owner: SPRAGUE BNERGY Design Professional in Responsible Charge: GARY 5. SUTRYN, P. 5. This Statement of Special Inspections is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspections applicable to this project and the name(s) of the Special Inspectors and the identity of other approved agencies (if any) to be retained for conducting these inspections and tests. This Statement of Special Inspections encompass the following disciplines: Structural Mechanical/Electrical/Plumbing
 Other: A Final Report of Special Inspections documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to Issuance of a Certificate of Use and Occupancy. Prepared by: OF B. SUTRIN, Gary Sutryn No. 8848 Signature Desiai

# Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- Soils and Foundations Cast-in-Place Concrete Precast Concrete Masonry Structural Steel Cold-Formed Steel Framing
- Spray Fire Resistant Material
- Wood Construction
- Exterior Insulation and Finish System
  - Mechanical & Electrical Systems
  - Architectural Systems
- Special Cases

Special Inspector	Firm	Address, Telephone, e-mail
GARY SUTTRYN	PUBBINC,	SANTORD, ME. 207-324-2877
2.		
3.		
4. Testing Agency (if applic.)		
5. Testing Agency (if applic.)		
6. Other		

Note: The special inspections and testing will be performed by qualified Rubb personnel unless another firm is designated in the above table.

Page 3 of 4

**Quality Assurance Plan** 

Quality Assurance for Seismic Resistance

V Seismic Design Category Quality Assurance Plan Required (Y/N) 755

Description of seismic force resisting system and designated seismic systems:

ORDINARY STEEL CONCENTRIC BRACET FRAMSS

Quality Assurance for Wind Requirements

100 MPH Basic Wind Speed (3 second gust) Wind Exposure Category Quality Assurance Plan Required (Y/N)  $\mathcal{N}$ 

Description of wind force resisting system and designated wind resisting components:

OFPINARY STREL CONCENTRIC BRACED FRAMES.

#### Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

#### **Structural Steel**

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Page 4 of 4

Special Inspection	Inspection frequency	Scope
1. Fabricator Certification/ Quality Control Procedures	One time report.	Review shop fabrication and quality control procedures.
2. Material Certification	One time report.	Review certified mill test reports, bolt certification and weld electrode certifications. Provide structural steel vendor information (name, etc.)
3. Bolting	Intermittent.	Inspect installation and tightening of pre- tensioned high-strength bolts.
4. Welding	100 % visual inspection.	Visually inspect all welds. Verify size and length of fillet welds.
5. Structural Details	Inspect sample each week.	Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.

RUBB BUILDINGS

#### RUBB INC., Sanford, Me. 04073 SEISMIC QUALITY PLAN

Page 1 of 3

Project: Merrill 7 structure

Location: Merrill Marine Terminal, Portland, Me.

Owner: Sprague Energy

Design Professional in Responsible Charge: Gary E. Sutryn, P.E.

This Seismic Quality Plan is submitted prior to commencement of structure fabrication as required in the Building Code. This Seismic Quality Plan encompass the following disciplines:

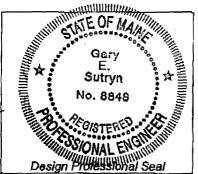
X Structural Architectural

Mechanical/Electrical/Plumbing
Other:

A final letter of completion documenting satisfactory completion of all Seismic Quality Plan requirements shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Prepared by:

E. SV (type or print name) Signature



RUBB INC., Sanford, Me. 04073

Page 2 of 3

#### **SEISMIC QUALITY PLAN – Rubb Structures**

#### DESIGNATED SEISMIC FORCE RESISTING SYSTEMS:

A) Truss arch spans - resists side to side seismic forces.

B) Bracing cables and compression purlins in the braced bays - resists end to end seismic forces.

#### SPECIAL INSPECTIONS REQUIRED: See also attached table.

- 1.) Review quality control procedures.
- 2.) Review purchased material certifications.
- 3.) Inspect installation of pre-tensioned high strength bolts.
- 4.) Welding:
  - 100 % visual inspection of all welds.
  - welding performed according to AWS D1.1
    - use only qualified welders
    - follow written welding procedures.
- 5.) Inspect completed structural components to verify compliance with construction drawings.

#### DOCUMENTATION REQUIRED TO SUBMIT TO BUILDING OFFICIAL:

- material certifications for structural steel, structural bolts and welding electrode.
- vendor names of structural steel suppliers.
- statement of responsibility.
- letter of completion of requirements in this plan.

RUBB INC., Sanford, Me. 04073

#### Seismic Quality Plan – Seismic systems

Page 3 of 3

Special Inspection	Inspection frequency	Scope
1. Fabricator Certification/ Quality Control Procedures	One time report.	Review shop fabrication and quality control procedures.
2. Material Certification	One time report.	Review certified mill test reports, bolt certification and weld electrode certifications. Provide structural steel vendor information (name, etc.)
3. Bolting	Intermittent.	Inspect installation and tightening of pre- tensioned high-strength bolts.
4. Welding	100 % visual inspection.	Visually inspect all welds. Verify size and length of fillet welds.
5. Structural Details	Inspect sample each week.	Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.

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**INVOICE NO.** 430244

INFRA-METALS CO

8 PENT HIGHWAY WALLINGFORD, CT 06492 203-294-2980

RUBIN 28 207-324-2877

RUBB INC			RUBB INC
P O BOX 711	SANFORD	AIRPORT	1 RUBB ROAD
SANFORD, ME	04073		SANFORD, ME 04073

QTY DES	CRIPTION		WEIGH	T	PRICE	AMOUNT
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SHIP VIA	F.O.B.	PURCHASE ORDER#	TERMS	DATE	SHIPPED	INV.DATE

USE HEAT#41664 2 FLAT 1 X 6" X 240"

" X 240" 816 33.50 273.36

MTRS ENCLOSED - !!!!6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILLS #05014 GC: RUBB INC

Totals 816 \$273.36

43°, 20

\*\*\*\* # THIS FAX COPY IS YOUR ORIGINAL INVOICE # \*\*\*\* # PLEASE NOTE NEW REMITTANCE ADDRESS: # INFRA-METALS CO. # # # **12912 COLLECTIONS CENTER DRIVE** # CHICAGO, IL 60693 # # \*\*\*\*

CARBON STEEL WARNING! PARTICULATES MAY BE HARMFUL TO LUNGS - REFER TO M.S.D.S. FOR MORE INFORMATION.

05014-10-STL 273.36

Sales Order# 346890

SHIPPING ORDER 346890

Page 1 of 1 INFRAMETALS CO 8 PENT HIGHWAY WALLINGFORD, CT 06492 203-294-2980

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Realized rates

16:47 06/21/05

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RUBIN 28 207-324-2877

RUBB INC P D BOX 711 SANFORD AIRPORT SANFORD, ME 04073 RUBB INC 1 RUBB ROAD SANFORD, ME 04073

SHIP VIA F.D.B. PURCHASE ORDER# TERMS DATE REQ'D ACK.DATE OUR TRUCK DELIVERED 28648 JES 1/2 10 NET 30 6/23/05 6/21/05 ORDERED DESCRIPTION LOC WEIGHT

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USE HEAT#41664 2 FLAT 1 X 6" X 240" R114743 625 816 MTRS REQUIRED - !!! 6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILLS #05014 GC: RUBB INC 2 Totals 5 816 Carrier: Objey 57 Delivery Date: 6/23/01 Piece Count: R Driver Signature: AM / PM Time Signed Out:\_\_\_\_ \*\*\*VERIFY LOAD, YOU ARE RESPONSIBLE FOR WHAT YOU SIGN FOR\*\*\* \*\*\*\* All discrepencies MUST be reported within 24 hours \*\*\*\* Piece Count:\_\_\_\_\_Customer Signature:\_\_ Cherry 6-23-05-



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#### **BAYOU STEEL CORPORATION**

RIVER ROAD P.O. BOX 5000 LA PLACE, LOUISIANA 70069-1156 Telephone (985) 852-4900

#### MATERIAL CERTIFICATION REPORT

INFRA-METALS CO. 8 PENT HIGHWAY WALLINGFORD, CT 06492 INFRA METALS CO. #8 PENT HIGHWAY WALLINGFORD, CT 06492 A

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TESTED IN ASTMA6

 INVOICE NO.
 DATE 04/20/01

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 Cust I-3443

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 GRADE A365295

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Customer Grade & Specs: A36-03a 44W, CSA50W, A70936 ASME SA36

A529-03 GRADE 50

I HEREBY CERTIFY THAT THE MATERIAL TEST RESULTS PRESENTED HERE ARE FROM THE REPORTED HEAT AND ARE CORRECT. ALL TESTS WERE PERFORMED IN ACCORDANCE TO THE SPECIFICATIONS REPORTED ABOVE. ALL STEEL IS ELECTRIC FURNACE MELTED, MANUFACTURED, PROCESSED, AND TESTED IN THE U.S.A WITH SATISFACTORY RESULTS, AND IS FREE OF MERCURY CONTAMINATION IN THE PROCESS.

NOTARIZED UPON REQUEST:

SWORN TO AND SUBSCRIBED BEFORE ME IN AND FOR ST. JOHN

PARISH ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SIGNED

TIMOTHY R. WHER, QUALITY ASSURANCE MANAGER

DIRECT ANY QUESTIONS OR NECESSARY CLARIFICATIONS CONCERNING THIS REPORT TO THE SALES DEPARTMENT.

1-800-535-7692 (USA)

Jeanne M. Buffington, # 60493, Notary Public

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**INVOICE NO.** 430245

INFRA-METALS CO 8 PENT HIGHWAY WALLINGFORD, CT 06492

203-294-2980

RUBIN 28 207-324-2877

RUBB INC	RUBB INC
P O BOX 711 SANFORD AIRPORT	<b>1 RUBB ROAD</b>
SANFORD, ME 04073	SANFORD, ME 04073

SHIP VIA F.O.B. PURCHASE ORDER# TERMS DATE SHIPPED INV.DATE QUALEY 1/2 10 NET 30 6/23/05 6/23/05 DELIVERED 28648 JES QTY DESCRIPTION WEIGHT PRICE AMOUNT

FLAT 1/2 X 4" X 240" 51

> MTRS ENCLOSED - !!!!6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILLS #05014 GC: RUBB INC

> > Totals 6936

6936

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\*\*\* # THIS FAX COPY IS YOUR ORIGINAL INVOICE # \*\*\*\* PLEASE NOTE NEW REMITTANCE ADDRESS: # INFRA-METALS CO. # 12912 COLLECTIONS CENTER DRIVE # 

CARBON STEEL WARNING! PARTICULATES MAY BE HARMFUL TO LUNGS - REFER TO M.S.D.S. FOR MORE INFORMATION.

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SHIPPING ORDER 346891 Page 1 of 1 INFRA-METALS CONS MULT Cort B PENT HIGHWAY WALLINGFORD, CT 06492 203-294-2980

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RUBIN 28 207-324-2877

RUBB INC RUBB INC P O BOX 711 SANFORD AIRPORT 1 RUBB ROAD SANFORD, ME 04073 SANFORD, ME 04073

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MTRS REQUIRED - !!!!6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILLS #05014 GC: RUBB INC

51

6936

Carrier: <u>Qualey 57</u> Delivery Date 16/23/01 Piece Count: <u>51</u> Driver Signature: <u>PHC/21/2701</u>

Time Signed Out: \_\_\_\_\_AM / PM

\*\*\*VERIFY LOAD, YOU ARE RESPONSIBLE FOR WHAT YOU SIGN FOR \*\*\* \*\*\*\* All discrepencies MUST be reported within 24 hours \*\*\*\*

Piece Count: Customer Signature:

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NOTARIZED UPON REQUEST:

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SWORN TO AND SUBSCRIBED BEFORE ME IN AND FOR ST. JOHN

PARISH ON THIS \_\_\_\_\_ DAY OF\_

SIGNED

TIMOTHY R. WHIPE, QUALITY ASSURANCE MANAGER

PAGE

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12

DIRECT ANY QUESTIONS OR NECESSARY CLARIFICATIONS CONCERNING THIS REPORT TO THE SALES DEPARTMENT.

1-800-535-7692 (USA)

Jeanne M. Bullington, # 60493, Notary Public

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FAX#/EMAIL: 2032942993

## CERTIFIED TEST REPORT

# NUCOR

BAR MILL-AUBURN NUCOR STEEL AUBURH, INC.

> P.O. BOX 2008 QUARRY ROAD AUBURN, NY 13021

#### CHEMICAL ANALVES %

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#### 144 pcs. = 19584

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HEAT# A2800 DATE SHIPPED 7/18/2005 SHIPMENT# 0261651 SIZE: FL 4 X 1/2 ORDER [TEM# 163036/ 01 SOLD TO: INFRA-METALS CORP - CT FAX# EMAIL: 2032942993

1. I

## **CERTIFIED TEST REPORT**

# NUCOR

BAR MILL-AUBURN NUGOR STEEL AUBURN, INC.

> P.O. BOX 2008 QUARRY ROAD AUBURN, NY 13021

## CUST. P.O. C17320 PART #: FL000804 GRADE : ASTM A36-04 SPEC A709-04A GR36 SUPP. REQ: CSA G40.21-98 44W SHIP TO: INFRA-METALS CORP-CT

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						CI	HEMICAL	ANALYSI	s %				t			
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BB/02850 131200

INVOICE NO. 430243

### INFRA-METALS CO

8 PENT HIGHWAY WALLINGFORD, CT 06492 203-294-2980

RUBIN 28 207-324-2877

RUBB INC	RUBB INC
P O BOX 711 SANFORD AIRPORT	<b>1 RUBB ROAD</b>
SANFORD, ME 04073	SANFORD, ME 04073

PURCHASE ORDER# TERMS DATE SHIPPED INV.DATE SHIP VIA F.O.B. 1/2 10 NET 30 DELIVERED 28648 JES 6/23/05 6/23/05 OUALEY

OTY DESCRIPTION WEIGHT PRICE AMOUNT

USE HEAT#A2499 FLAT 1 X 5" X 240" 24

8160 32.50 2652.00

MTRS ENCLOSED - !!!!6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILL #05014 GC: RUBB INC

> Totals 8160

\$2,652.00

\*\*\*\* # THIS FAX COPY IS YOUR ORIGINAL INVOICE # \*\*\* PLEASE NOTE NEW REMITTANCE ADDRESS: # INFRA-METALS CO. **12912 COLLECTIONS CENTER DRIVE** # # 

U20'2

CARBON STEEL WARNING! PARTICULATES MAY BE HARMFUL TO LUNGS - REFER TO M.S.D.S. FOR MORE INFORMATION.

15014-10-STL 2652.00

Sales Order# 346889

Page 1 of 1 MERA-METALS CO 8 PENT HIGHWAY WALLINGFORD, CT 06492 203-294-2980 SHIPPING ORDER 346889

16:44 06/21/05

RUBIN 28 207-324-2877

RUBB INC P O BOX 711 SANFORD AIRPORT 1 RUBB ROAD SANFORD, ME 04073 SANFORD, ME 04073

SHIP VIA F.O.B. PURCHASE ORDER# TERMS DATE REQ'D ACK.DATE
DUR TRUCK DELIVERED 28648 JES 1/2 10 NET 30 6/21/05 6/21/05
ORDERED DESCRIPTION LOC WEIGHT

USE HEAT#A2499 FLAT 1 X 5" X 240" R47652 625 8160 24 MTRS REQUIRED - !!!!6000 LB MAX LIFTS!!!! ALL MATERIAL CONFORMS TO THE REQUIREMENTS ON THE PO NUMBER REFERENCED ABOVE. Job Name: MERRILL #05014 GC: RUBB INC 24 Totals 8160 Carrier: Qualey 57 Delivery Date: 6/23/6," Piece Count: 24 Driver Signature: Time Signed Out: \_\_\_\_\_ AM / PM \*\*\*VERIFY LOAD, YOU ARE RESPONSIBLE FOR WHAT YOU SIGN FOR\*\*\* \*\*\*\* All discrepencies MUST be reported within 24 hours \*\*\*\* Piece Count:\_\_\_\_\_Customer Signature:\_\_\_\_ Cherry 6-23-05

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ALL MANUFACTURING PROCESSES FOR THIS STEEL, INCLUDING MELTING FROM SCRAP AND HOT ROLLING HAVE BEEN PERFORMED IN THE U.S.A. NO WELD REPAIR PERFORMED, STEEL NOT EXPOSED TO MERCURY OR ANY LIQUID ALLOY WHICH IS LIQUID AT AMBIENT TEMPERATURES.

DUAL CERTIFICATION

CUSTOMER SPECIAL INSTRUCTIONS: ASTM A36 MATERIAL IS DUAL CERTIFIED TO ASTM A709-97B GR. 36 AND AASHTO M183-98 GR.36

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> THIS, DAY OF

THIS CERTIFICATE IS NOTARIZED ONLY WHEN REQUESTED

BC/05275 131200

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(sign)

SUBSCRIBED AND SHOWN BEFORE ME

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BULL MOOSE TUB	F							11		1BER
COMPANY			RECEN	VED JL	IL	1 1 200	]5		40100278	3
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1819 Clarkson Rd. Chesterfield, Missouri 630	17	REMIT TO:	P.O. Box 9552	211 ~ St. Lo	uis.	MO 63195-	-5211	DATE	06/3	0/05
Rubb, Inc.		200 (1999-1997) (1997-1997) - 66 - 1997-19			s	Rubb	, Inc.			
в P.O. Box 711 U 1 Rubb Lane					H H		Box 711 bb Lane			
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No claims will be allowed unless reported within thirty (30) days from receipt of material. In no event shall they include allowance for labor or consequential demands. Amount of claim allowed will be credited against subsequent shipments of same or similar material as covered by this invoice. A SERVICE CHARGE OF 1.5 % PER MONTH WILL BE CHARGED ON PAST DUE INVOICES. THE GOODS OR SERVICES COVERED BY THIS INVOICE HAVE BEEN MANUFACTURED OR PERFORMED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

Sec. 1. States

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· _	RUB NG SYSTE		· · ·	] RUBB INC. P.O. BOX 711, SANFORD, ME TEL: 207-324- ] O ther	04073			ES
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<ol> <li>Please send</li> <li>Order is to be entered in</li> <li>Notify us immediately if</li> </ol>		selivery and specifications shown above	<b>.</b> .	BY	<u>je o</u> g	slj j	HK2	~
					/ AUT	HORIZED SIGNAT	rure	

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

RECEIVED Subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading

ALL LOADS MUST BE TARPED.

NAME OF CARRIER

Page 1 of 2

#### At Elkhart, IN Thursday, June 30, 2005 1:28:13 PM Central Time From BULL MOOSE TUBE COMPANY.

The property described below, in apparent good order, except as noted (contents and condition of contents ofpackages unknown), marked consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to it's usual place of delivery at said destination, if on it's route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property used of delivery at said destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official. Southern, Wester and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. The classification are hereby agreed to by the shipper or accepted for himself and his assigns. Carrier is responsible for targing of loads.

Consigned to: Rubb, Inc. Phone: (207) 324-2877

(Mail or street address of consigned-For purposes of notification only.)

#### \*Rubb, Inc., P.O. Box 711, 1 Rubb Lane, Sanford ME 04073

(\* To be filled in only, when shipper and governing tariffs provide for delivery thereof.)

Container I.D.:

PURCHASE ORDER NO	M O. #	NO OF PACKAGES	DESCRIPTION LOT # / HEAT #	NO. PIECES	FOOTAGE	WEIGHT	Subject to Section 7 of condition of applicable bill of lading, if this
28618 JES	128836	11	5" SQ X 0.187 HR X 28' 117794	62	1,736.00	20,779.92	shipment is to be delivered to the consignee without recourse on the consignor the consignor shi
			54088036/Y06849	6	168.00	2,010.96	sign the following statement. The carrier shall not make delivery of this shipment without payment of
			54088037/Y06849	6	168.00	2,010.96	freight and all other lawful charges.
			54088038/Y06849	6	168.00	2,010.96	BULL MOOSE TUBE
			54088039/Y06849	6	168.00	2,010.96	COMPANY
			54088040/Y06849	6	168.00	2,010.96	(Signature of Consignor)
			54088041/Y06849	6	168.00	2,010.96	
			54088042/Y06849	6	168.00	2,010.96	
			54088043/Y06849	6	168.00	2,010.96	Received \$
			54088044/Y06849	6	168.00	2,010.96	charges on the property described hereon.
			54088045/Y06849	6	168.00	2,010.96	Agent or Cashier
			54088046/Y06849	2	56.00	670.32	Per
8618 JES	128836	11	5" SQ X 0.187 HR X 29' 6"	62	1,829.00	21,893.13	
			122831				
			54088019/Y06849	6	177.00	2,118.69	
			54088020/Y06849	6	177.00	2,118.69	(The signature here acknowledges on the amount prepaid.)
			54088021/Y06849	6	177.00	2,118.69	Charges Advanced
			54088022/Y06849	6	177.00	2,118.69	\$
			54088023/Y06849	6	177.00	2,118.69	
			54088024/Y06849	6	177.00	2,118.69	Rate per Cwt.
			54088025/Y06849	6	177.00	2,118.69	
			54088026/Y06849	6	177.00	2,118.69	
			54088027/Y06849	6	177.00	2,118.69	Total Weight
			54088028/Y06849	6	177.00	2,118.69	42,673.05
If Charges	Are To B	e Prepaid, V	Vrite Here "Prepaid" >>>> Prepa	aid & Add			
TE Where the rate is dependent	two ports by a ident on value.	carrier by water, the shippers are requir	e law requires that the bill of lading shall state whether it r ed to state specifically in writing the agreed or declared v	s a carrier's or shipper's weight, alue of the property			
agreed or declared value o	the property is	hereby specifically	stated by the shipper to be not exceeding per				22 Bundles
BULL MOOSE	TUBE CO	., Shipper	) I	55-795r	683		
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Permanent post-office address of

#### STRAIGHT [ ILL OF LADING - SHORT FORM - Original - Not Negotiable

RECEIVED. Subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading

ALL LOADS MUST BE TARPED.

NAME OF CARRIER

Shipper's No. 89414 Carrier's No.

Page 2 of 2

#### At Elkhart, IN Thursday, June 30, 2005 1:28:14 PM Central Time From BULL MOOSE TUBE COMPANY.

The property described below, in apparent good order, except as noted (contents and condition of contents ofpackages unknown), marked consigned, and destined as indicated below, which said carrier (the word carrier being understood linoughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to it's usual place of delivery at said destination, if on it's route, otherwise to deliver to another carrier on the route to said destination in possession of the property under the contract) agrees to carry to it's usual place of delivery at said destination, and as to each party at any line interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official. Southern, Wester, and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the said bill of tading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipper or accepted for himself and his assigns. Carrier is responsible for tarping of loads.

Consigned to: Rubb, Inc. Phone: (207) 324-2877

(Mail or street address of consigned-For purposes of notification only.)

#### \*Rubb, Inc., P.O. Box 711, 1 Rubb Lane, Sanford ME 04073

(\* To be filled in only, when shipper and governing tariffs provide for delivery thereof.)

Container I.D.:

PURCHASE ORDER NO	M.O #	NO OF PACKAGES	DESCRIPTION		NO PIECES	FOOTAGE	WEIGHT	Subject to Section 7 of conditions
			54088029/Y06849		2	59.00	706.23	of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor sha sign the following statement. The carner shall not make delivery of this shipment without payment of freight and all other Lawful charges. BULL MOOSE TUBE CONPANY (Signature of Consignor)
								Received \$ to apply in prepayment of the charges on the property described hereon.
								Agent or Cashier Per
								(The signature here acknowledges only the amount prepaid.)
								Charges Advanced \$
								Rate per Cwt.
								Total Weight
If Charges A		e Prenaid M	/rite Here "Prepaid" >>>>	Dropoid P A				42,673.05
the shipment moves between tw	o ports by a	carrier by water, the	law requires that the bill of lading shall state v ad to state specifically in writing the agreed or	Prepaid & A	or shipper's weight.		·····	
			stated by the shipper to be not exceeding pe	er				22 Bundles
BULL MOOSE TO Per Permanent post-0			the r	IS	5-79 ly I	51683 Suluay 5450	1 27 R	4.v.D/e 5
29851 County Ro	ad 20 V	Vest, Elkhart	IN 46517		1.2	0	ODD	

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1. Carrier's Duties: Carrier shall be solely responsible for loading, unloading, transporting and securing all goods tendered to carrier under this Bill of Lading. In the event any loss or damage claims arising from improper loading, unloading, transporting or securing the load, carrier shall be solely responsible for any damages or losses incurred as result thereof. Carrier shall exercise reasonable care in performing all transportation services rendered under this Bill of Lading. Carrier shall be solely responsible for any damages or losses hereunder, including, but not limited to, claims for personal injuries, claims for property damage, claims for cargo damage, all penalties, fines and/or traffic violations/citations, and any other claims arising from or relating to carrier's performance of transportation services hereunder.

2. Ownership & Possession: Shipper hereby warrants and represents to carrier that it has proper title to and/or possession of, and authority to ship, the goods delivered to carrier. Carrier relies upon this warranty and representation in accepting goods for shipment and/or storage. In the event conflicting claims of ownership should arise, Shipper hereby agrees to pay all reasonable attorney's fees and costs of litigation incurred by carrier in determining the party with proper title to the goods.

3. Carrier Liability: Carrier's liability for loss, damage or delay in delivery of goods tendered to carrier under this Bill of Lading shall be governed by 49 U.S.C. 14706, subject to the terms and conditions set forth in the Transportation Agreement and this Bill of Lading. The value of the shipment (or goods contained therein) shall be determined by the valuation level set forth in the valuation box on the reverse side of this Bill of Lading, or, in the event no value is declared, carrier shall be liable in an amount equal to the fair market value of the goods on the date the goods were tendered to carrier. In the event of loss or damage to the shipment, carrier shall be liable for the cost to repair or replace the goods damaged or lost, whichever is less. In the event the carrier (or its insurer) desires to repair damaged goods, the shipper, at shipper's sole discretion, shall determine whether repairs are reasonable under the circumstances and must provide written consent for repairs. In the event repairs are made to damaged goods, carrier shall liable for the cost of repairs plus the loss in value to the repaired goods. In addition to the value of the goods tendered under this Bill of Lading as provided herein, shipper shall be entitled to recover consequential damages incurred as result of carrier's failure to perform transportation services as provided herein.

4. Claim & Suit Filing Requirements: Pursuant to 49 U.S.C 14706 and applicable federal regulations governing interstate shipments, all claims for loss or damage to the shipment must be filed with the carrier, in writing, within nine (9) months from the date of delivery or, in the event of non-delivery, within nine months from the date the shipment was scheduled to deliver as provided herein. Failure to file a written claim as set forth herein shall result in a denial of all claims. All legal proceedings commenced by the shipper/consignor/consignee arising from or relating to loss, damage or delay in delivery of goods tendered to carrier under this Bill of Lading must be commenced within two (2) years and one (1) day from the date of delivery or, in the event of non-delivery, within two (2) years of the date of scheduled delivery as provided herein. After a claim is filed by the shipper, the carrier shall investigate and pay, offer to settle or provide in writing its reason for denying such cargo claim within thirty (30) days of the claim being filed.

5. The Transportation Agreement: Shipper and carrier have entered into a Transportation Agreement governing the relationship of the parties to this Bill of Lading and the terms and conditions set forth in said Transportation Agreement are hereby made a part hereof and are incorporated by reference herein. In the event the terms and conditions set forth in the Transportation Agreement, this Bill of Lading and/or the terms set forth in rate schedules and classifications or tariffs conflict, the Transportation Agreement shall govern and control any such conflict.

6. Indemnification & Attorney's Fees: Carrier shall indemnify, defend and hold harmless shipper from and against any and all claims arising from carrier's performance of transportation services under this Bill of Lading, including, but not limited to, payment of reasonable attorney's fees, costs and expenses incurred by shipper resulting from any such claims. In the event shipper commences legal proceedings against carrier to enforce rights, obligations, terms and/or conditions set forth herein, shipper shall be entitled to recover reasonable attorney's fees, costs and expenses incurred by shipper in prosecuting any such claims.

7. Warranties & Representations: Carrier hereby warrants and represents (a) that carrier is a properly licensed interstate motor carrier and maintains the required insurance coverages required by federal law, (b) that all drivers dispatched to provide transportation services herein shall be duly qualified and licensed with applicable state and federal authorities, (c) that all equipment dispatched to perform services under this Bill of Lading shall be in good working condition and properly licensed and inspected by applicable state and federal governmental authorities. Shipper represents that all goods tendered under this Bill of Lading are owned by shipper or that shipper has proper authority to ship same.

8. Transportation Charges: Unless otherwise agreed by the parties in writing, carrier shall be responsible to collect all C.O.D. freight charges at the time of delivery and shall deliver same to shipper within five (5) days of receipt by carrier. Carrier's failure to collect C.O.D. transportation charges shall relieve shipper of any and all obligations to pay carrier for transportation services rendered hereunder and carrier shall be liable to shipper for the fair market or declared value of the goods as provided herein. Shipper will remit transportation charges to carrier in accordance with the terms and conditions set forth in the Transportation Agreement.

9. Jurisdiction & Venue. The parties to this Bill of Lading hereby agree that all legal proceedings commenced by either party relating to any and claims and disputes arising under this Bill of Lading or relating to services performed under this Bill of Lading shall be subject to jurisdiction of the state or federal courts of the State of Missouri.

10. Miscellaneous Provisions. The terms and conditions set forth in this Bill of Lading contain the entire agreement and cannot be altered or modified unless agreed in writing. To the extent any of the terms or conditions contained herein (or in the documents incorporated by reference herein) are found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent allowed by law.



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1819 Clarkson Rd. Chesterfield, Missouri 63017

BILL TO Rubb, Inc. P.O. Box 711 1 Rubb Lane

## BULL MOOSE TUBE ELKHART FACILITY CERTIFICATION OF TESTS

R5641100 06/30/05 Page 1 of 1

SHIP TO Rubb, Inc. P.O. Box 711 1 Rubb Lane Sanford

ME 04073

B/L	Number 8	39414				Shi	p Via					· · · · · · · · · · · · · · · · · · ·
5"	SQ X 0.18	37 HR X 28							Order #	1:	28836	
12	27.0 mm			Ladle An	alysis and	Physicals			Purchase	Order #	<b>2861</b> 8	JES
AS	STM A500	-03 Grade	С						Item #	11	779	
Ticket #	<i>t</i> = 54088	041		Heat	#= Y068	49				Р		
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi ELN %
.060	.900	.013	.007	.046	.018	.024	.040	.030	.020	.001	62670	74135 32
5"	SQ X 0.18	37 HR X 29	' 6"						Order #	1:	28836	
12	7.0 mm			Ladie Ana	alysis and	Physicals			Purchase	Order #	28618	JES
AS	STM A500	-03 C Res	Silicon						Item #	12	283	
Ticket #	= 54088	023		Heat	# = Y068	49				Ρ		
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi ELN %
.060	.900	.013	.007	.046	.018	.024	.040	.030	.020	.001	62670	74135 32

Quality Manager: John mc Crony

i. t								SHOW THIS NU CORRESPOND	JMBER ON ALL CHE ENCE.	ECKS AND
BULL MOOSE TUB	E					0 7 000		II		IBER
COMPANY (6	36) 537-26	600	RECEI	VED	JUN	2 7 200	15		40099779	9
1819 Clarkson Rd. Chesterfield, Missouri 630	17	REMIT TO:	P.O. Box 9552	211 ~ St.	Louis,	MO 63195-	5211	DATE	06/2	22/05
Rubb, Inc. P.O. Box 711 U 1 Rubb Lane Y Sanford ME 04 E R	073				S H P T O	1 Rul	, Inc. Box 711 bb Lane ord ME 04(	)73		
	1999 - 1997 - 19	1 1 1 20 - QXA	and the first of	的研究	南东			Triple and Ser	同的规律	後記:
88879 Terms: 1/2 10, Net 30		48	3,020.06	na ana ang ang ang ang ang ang ang ang a	1.2.4		Boyd Bros	s. Transportation		
Terma. 172 To, Net 50			A. 8 D. 1000000	100029	98	US	Dollars	and the second		
Discount Available: 92.	42			A HERE DE	any!			Rene Contract	图 91 1963	
Net Due Date: 07/22/05	5		Freigh	nt Prepaie	d and Ac	bb			Elkha	rt, Indiana
	e na odenak	1.1%注意地,中国	的原因是	制度的		् <u>स्ट</u> ्रास्ता - श्रिविलव्सा	ECCLASE FOCTAGE	WEIGH (C. )		
28618 JES/128836 SO		120 HR X 40'		1	121640	40	1,600.00	10,336.00	39.0000	4,031.02
	A500 Grade C Cem-Tec							2	CW	
28618 JES/128836 SO					22821	70	2,800.00	13,300.00	39.0000	5,187.00
	A500 Grade	e C RS StdConfig	3						CW	
28618 JES/128836 SO	4" X 2" X 0.	187 HR X 40'		1	22822	36	1,440.00	9,892.80	38.0000	3,759.26
		e C RS StdConfig	3				1,	0,002.000	CW	0,100120
							1			
28618 JES/128836 SO	12 NOV DC 14 DAMAGE CA	12 HR X 24' 6"		1	22834	31	759.50	14,491.26	38.0000	5,506.68
	A500 Grade	e C RS StdConfig	)						CW	
	GROSS INV	OICE							2.53.50 A (A) 2.8. A	18,483.96
	FREIGHT									1,817.96
	FUEL SURC						_			363.59
	TOTAL INV	DICE								20,665.51
	0501-	t-10-51	2 20	665	51		42	ril		

No claims will be allowed unless reported within thirty (30) days from receipt of material. In no event shall they include allowance for labor or consequential demands. Amount of claim allowed will be credited against subsequent shipments of same or similar material as covered by this invoice. A SERVICE CHARGE OF 1.5 % PER MONTH WILL BE CHARGED OF 1.5 % PER MONTH

# AAP\VET\EEO

A SERVICE CHARGE OF 1.5 % PER MONTH WILL BE CHARGED ON PAST DUE INVOICES. THE GOODS OR SERVICES COVERED BY THIS INVOICE HAVE BEEN MANUFACTURED OR PERFORMED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

	) $11 \text{ m}$	MS	. [	TEL: 207-324∙ ⊇ O ther	-2877 FAX	: 207-324-2	347	
	Bull Moo			 /				
TO:			150-589-1640	#050	714	Merry	.115	
17		1st. Margi	herity					
		30-5825			In the second			
DATE OF ORDER	DATE REQUIRED	SHEPPED VIA	F.O.B. POINT	PREPAID COLLECT	TAXABLE 1		TERMS	
6-9-05	6-39-05 ETY. REEDED		TOCK NUMBER/DESCRIPTION		UNIT I	PRICE	AMOUNT	
			3/16 × 29'6"		{	<b>T</b>		
62				71893	38			
62		1	< 116 × 28'	20750	38			
41		<u>72 5×5×</u>	14 × 23	14730	38			
3		TS SXSX	14 × 29 6	14285	38	-		
21	31	T: CX5X	· 5/16 X 24 6	, 14492	38			
	/		× 1/16 × 28'		20	-		
			1161 75	16562	10	<b>  </b>		
			1, , , , ,					•••
38	40	TS 4×4×1	<u>8 x 40</u>	9819	39	5.T		
						<b> </b> ,	£	
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36	¥0	T: 4x2 x /	$2 \times 4 \Lambda$	Geen	38			
<u>ې ر</u>		- 17 d h //		9892	<u> </u>			
				ot: 135.753				
		A5000-50	Kmin Vield - M	ill Certs				
		Rec. Articl	6/34/05 -N	$\kappa$				
							••••••	

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

, RECEIVED. Subject to the classifications and tanifs in effect on the date of issue of this Original Bill of Lading.

## ALL LOADS MUST BE TARPED.

NAME OF CARRIER

Boyd Bros. Transportation Inc.

Approved b	ly the	Interstate Commerce	Commission
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Page 1 of 1

At Elkhart, IN Wednesday, June 22, 2005 1:38:50 PM Central Time From BULL MOOSE TUBE COMPANY.

Consigned to: Rubb, Inc. Phone: (207) 324-2877 (Mail or street address of consigned-For purposes of notification only.)

#### \*Rubb, Inc., P.O. Box 711, 1 Rubb Lane, Sanford ME 04073

(\* To be filled in only, when shipper and governing fariffs provide for delivery thereof.)

Container I.D.: 88879

PURCHASE ORDER	NO MO#	NO OF PACKAGES	DESCRIPTION LOT # / HEAT #	NO. PIECES	FOOTAGE	WEIGHT	Subject to Section 7 of conditio of applicable bill of lading, if thi
28618 JES	128836	5	4" SQ X 0.120 HR X 40'	40	1,600.00	10,336.00	shipment is to be delivered to t consignee without recourse on the consignor, the consignor sh
			121640				sign the following statement. T carrier shall not make delivery
			238919/10256	9	360.00	2,325.60	this shipment without payment freight and all other lawful charges.
			238923/10635	4	160.00	1,033.60	BULL MOOSE TUBE
			54084834/10358	9	360.00	2,325.60	COMPANY
			54084835/10358	9	360.00	2,325.60	(Signature of Consignor)
			54084840/10782	9	360.00	2,325.60	
28618 JES	128836	4	4" X 2" X 0.120 HR X 40'	70	2,800.00	13,300.00	
			122821				
			54087086/10782	18	720.00	3,420.00	Received \$ to apply in prepayment of the charges on the property
			54087087/10782	18	720.00	3,420.00	described hereon.
			54087088/10782	18	720.00	3,420.00	Agent or Cashier
			54087089/10782	16	640.00	3,040.00	Per
8618 JES	1288 <b>3</b> 6	2	4" X 2" X 0.187 HR X 40'	36	1,440.00	9,892.80	
			122822				
			54087123/10944	18	720.00	4,946.40	
			54087124/10944	18	720.00	4,946.40	(The signature here acknowledges or the amount prepaid.)
28618 JES	128836	6	5" SQ X 0.312 HR X 24' 6"	31	759.50	14,491.26	Charges Advanced
			122834				\$
			59117065/Y05672	6	147.00	2,804.76	
			59117066/Y05672	6	147.00	2,804.76	Rate per Cwt.
			59117067/Y05672	6	147.00	2,804.76	
			59117068/Y05672	1	24.50	467.46	
			59117069/Y05672	6	147.00	2,804.76	Total Weight
			59117070/Y05672	6	147.00	2,804.76	48,020.06
				d & Add			
the shidment moves betweet TE - Where the rate is de	en two ports by a c pendent on value	carrier by water, the shippers are require	law requires that the bill of lading shall state whether it is a d to state specifically in writing the agreed or declared values	i carner's or shipper's weight. Je of the property.			
agreed or declared valu	e of the property is	hereby specifically	stated by the shipper to be not exceeding per				17 Bundles
BULL MOOSE	E TUBE CO	., Shipper	/ ħ	it mile	til		

Permanent post-office address of

Per

29851 County Road 20 West, Elkhart, IN 46517

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#### BULL MOOSE TUBE COMPANY

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1819 Clarkson Rd. Chesterfield, Missouri 63017

BILL TO Rubb, Inc. P.O. Box 711 1 Rubb Lane

#### BULL MOOSE TUBE ELKHART FACILITY CERTIFICATION OF TESTS

R5641100 06/22/05 Page 1 of 2

SHIP TO Rubb, Inc. P.O. Box 711 1 Rubb Lane Sanford

ME 04073

B/L	Number 8	38879				Shi	p Via			88879			
4	" SQ X 0.12	20 HR X 40'							Order #	128	3836		
1	01.6 mm			Ladle An	alysis and	Physicals			Purchase	Order #	28618	JES	
А	STM A500-	-03 Grade C							Item #	121	640		
Ticket	<b>#</b> = 23891	9		Heat	# = 10256	5				Ρ			
С	MN	Ρ	S	AL	Sł	СВ	CU	CR	NI	VA	YLD psi	TSN ps	ELN %
.130	.320	.006	.006	.031	.030	.003	.013	.080.	.050	.003	53900	71413	29
4'	' SQ X 0.12	20 HR X 40'							Order #	128	3836		
1(	01.6 mm			Ladle An	alysis and	Physicals			Purchase	Order #	28618	JES	
A	STM A500-	03 Grade C							Item #	<b>1</b> 21	640		
Ticket #	<i>‡</i> = 54084	835		Heat	# = 10358					Р			
С	MN	P	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.140	.340	.007	.006	.028	.020	.001	.014	.060	.060	.001	53460	72755	32
4"	SQ X 0.12	0 HR X 40'							Order #	128	3836		
10	)1.6 mm			Ladle An	alysis and l	Physicals			Purchase	Order #	28618	JES	
AS	STM A500-	03 Grade C							Item #	121	640		
Ticket #	£ = 23892	3		Heat	# = 10635					Р			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.140	.310	.004	.005	.032	.020	.003	.015	.040	.050	.002	51910	71080	33
4"	SQ X 0.12	0 HR X 40'							Order #	128	3836		
10	1.6 mm			Ladle Ana	alysis and l	Physicals			Purchase	Order #	28618	JES	
AS	STM A500-	03 Grade C							Item #	121	640		
Ticket #	= 540848	340		Heat	¥= 10782					Р			
С	MN	Р	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.130	.360	.005	.005	.043	.020	.001	.011	.070	.060	.001	54760	73830	35

Quality Manager: John mc Crony

BULL MOOSE TUBE COMPANY

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1819 Clarkson Rd. Chesterfield, Missouri 63017

BILL TO Rubb, Inc. P.O. Box 711 1 Rubb Lane

### BULL MOOSE TUBE ELKHART FACILITY CERTIFICATION OF TESTS

R5641100 06/22/05 Page 2 of 2

Rubb, Inc. P.O. Box 711 SHIP TO 1 Rubb Lane Sanford

ME 04073

B/I	Number 8	8879				Shi	o Via			88879			
4	" X 2" X 0.1	20 HR X 4	0'						Order #	128	3836		
5	0.8 X 101.6	mm		Ladle An	alysis and	Physicals			Purchase	Order #	28618	JES	
A	STM A500-	03 C Res	Silicon						Item #	122	821		
Ticket	# = 54087	087		Heat	# = 10782					P			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN ps	i ELN %
.130	.360	,005	.005	.043	.020	.001	.011	.070	.060	.001	54760	73830	35
4	" X 2" X 0.1	87 HR X 4	0'						Order #	128	3836		
5	0.8 X 101.6	mm		Ladle Ana	alysis and	Physicals			Purchase	Order #	28618	JES	
Д	STM A500-	03 C Res \$	Silicon						Item #	122	822		
Ticket	# = 54087	123		Heat	# = 10944					Р			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN ps	i ELN %
.170	.620	.004	.008	.027	.020	.003	.013	.050	.050	.001	57820	78187	29
5	' SQ X 0.31	2 HR X 24	' 6"						Order #	128	836		
1	27.0 mm			Ladle Ana	alysis and l	Physicals			Purchase	Order #	28618	JES	
А	STM A500-0	03 C Res S	Silicon						Item #	1228	834		
Ticket	¥ = 591170	068		Heat #	#= Y056 <sup>-</sup>	72				Р			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN ps	ELN %
.060	.840	.014	.010	.043	.015	.028	.050	.040	.020	.003	65920	76199	32

Quality Manager: John mc Crony

								CORRESPON	DENCE.	
BULL MOOSE TUBE	2		PEOF						NVOICE NUM	IBER
COMPANY (63	36) 537-26	00	RECE	IVED	JUL	1 1 2	005		40100240	)
1819 Clarkson Rd. Chesterfield, Missouri 6301			P.O. Box 9552	11 ~ St. Lo	uis, M	10 63195-5	5211	DATE	06/2	29/05
Rubb, Inc. P.O. Box 711 U 1 Rubb Lane Y Sanford ME 040 E R	)73				S H P T O	Rubb, P.O. E 1 Rub		073		
, e.,			的 <sup>使的</sup>	1888 B	家胡	同时和		an a		
89415		4	5,575.59	Simulating cur	24.1	1000 Block 4688	The second second	and the system of the state of the	in the second	and the second
Terms: 1/2 10, Net 30				1000298	56.4	[[[]]][[]]][[]]][[]]][[]][[]][[]]][[][]	BARRY CONTRACTOR SHI	Dollars		
Discount Available: 86.6	51		1443	(1000200		S State	the space of	Telenengigiz (	> 1000000000000000000000000000000000000	AND FR
			Freigh	t Prepaid a	nd Ad	d		a had to be a short of the	Elkha	rt, Indiana
Net Due Date: 07/29/05	The first of the	The second states		-	「市津」	ander fri inge die Tanaan		WEGIN	ी जिल्लामा स्थान है। इ.स. बाह्य स्थान है के स्थान क	A CONTRACTOR
28618 JES/128836 SO		250 HR X 23'	A REPORT OF A REPORT OF	122		41	943.00	14,729.66	38.0000	5,597.25
	A500 Grad	e C RS StdConfi	g				ĺ		cw	
28618 JES/128836 SO	5" SQ X 0.2	250 HR X 29' 6"		122	833	31	914.50	14,284.49	38.0000	5,428.10
	A500 Grade	e C RS StdConfi	g						cw	
28618 JES/128836 SO	5" SO X 0 3	312 HR X 28'		122	835	31	868.00	16,561.44	38.0000	6,293.36
20010020/120000000	1	e C RS StdConfig	g	122		01	000.00	10,001.44	CW	0,200.00
	GROSS INV	1010E								17,318.71
	FREIGHT	TOICE								1,740.60
	FUEL SUR	CHARGE								348.12
	TOTAL INV	OICE			-					19,407.43
			0 5014	-  () -	9	TZ	1940	7.43	424	

No claims will be allowed unless reported within thirty (30) days from receipt of material. In no event shall they include allowance for labor or consequential demands. Amount of claim allowed will be credited against subsequent shipments of same or similar material as covered by this invoice.

A SERVICE CHARGE OF 1.5 % PER MONTH WILL BE CHARGED ON PAST DUE INVOICES. THE GOODS OR SERVICES COVERED BY THIS INVOICE HAVE BEEN MANUFACTURED OR PERFORMED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. AAP\VET\EEO

WELLO MUNDED ON NUL OUEOKO A

ROM	er The Wor RUB NG SYSTE			RUBB INC. P.O. BOX 711, SANFORD, MI TEL: 207-324	1 RUBB I 5 04073	_ANE		318 Es
то: <u>А</u> т	Gilles <u>+tn: Chr</u> 636-s	se Tube Laroche 4 ist: Margh 30-5825	<u>50-589-1640</u> er, <del>1</del> 9					
DATE OF ORDER	DATE REQUIRED	SHIPPED VIA	F.O.B. POINT	PREPAID COLLECT	TAXABLE 1	AX EXEMPT	TERM	S
6-9-05 OTY. ORDERED	6-29-05 QTY. RECEIVED	ST	OCK NUMBER/DESCRIPTION		UNIT F	PRICE	AMOU	
62	62	TS 5×5×7		0.500	38	r		<u> </u>
62		TS 5"x5" ×		21893	38	1		
	62	******		20780				
41	41	TS SX5X	······································	14730 ,	38			
31	31	TS SXSX	- W	14285	38	-		
31	31	TS SX5X	•••••••••••••••••••••••••••••••••••••••	14492	38	-		
31	31	TS 5×5×	· 1/16 X 28'	16562 102,742	38	-		8- <b>x</b> . 
38	40	TS 4×4×1	'8 X 40'	9819	39			
70	70	TSYXZXYE	3 x 40	13,300	39		44. 	
36	36	TS4x2×3/		<u>9892</u> 33011 ot: 135753	38			
		ASUOC - 501 Rec. Partial	6/34/05 - N	K				
		rec.complet	1/5/05-52	-				
<ol> <li>Please send</li></ol>		lelivery and specifications shown above.		ВҮ		24 THORIZED SIGN	ALCE	~
		WHITE ORIGINAL	-	YELLOW COPY				

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Certificate thereon and all other requirements of the Consolidated Freight Classification.	Approved by the inters	state Commerce Commission
STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable	Shipper's No.	89415
ACCEIVED Subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.	Carrier's No.	
ALL LOADS MUST BE TARPED.	Page 1 of 1	
NAME OF CARRIER		

#### At Elkhart, IN Wednesday, June 29, 2005 7:44:30 PM Central Time From BULL MOOSE TUBE COMPANY.

The property described below, in apparent good order, except as noted (contents and condition of contents ofpackages unknown), marked consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout hits contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to it's usual place of delivery at said destination. If on it's route, otherwise to deliver to another carrier on the route to said destination. If is mutually agreed, as to each carrier of all or any of said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Wester, and Illinois Freight Classifications in effect on the date hereof, if this is a rait-water shipment. (2) in the applicable motor carrier carrier there shipment and the said terms and conditions are hereby agreed by the shipper or accepted for himself and his assigns. Carrier is responsible for tarping of loads.

Consigned to: Rubb, Inc. Phone: (207) 324-2877

(Mail or street address of consigned-For purposes of notification only.)

### \*Rubb, Inc., P.O. Box 711, 1 Rubb Lane, Sanford ME 04073

(\* To be filled in only, when shipper and governing tariffs provide for delivery thereof.)

Container I.D.:

PURCHASE ORDER NO	M.O. #	NO OF PACKAGES	DESCRIPTION	NO. PIECES	FOOTAGE	WEIGHT	Subject to Section 7 of conditions of applicable bill of lading, if this
28618 JES	128836	7	5" SQ X 0.250 HR X 23'	41	943.00	14,729.66	shipment is to be delivered to the consignee without recourse on
			122832				the consignor, the consignor sha sign the following statement. The
			54088149/Y06836	6	138.00	2,155.56	carrier shall not make delivery o this shipment without payment o freight and all other lawful
			54088150/Y06836	6	138.00	2,155.56	charges.
			54088151/Y06836	6	138.00	2,155.56	BULL MOOSE TUBE COMPANY
			54088152/Y06836	6	138.00	2,155.56	4/1-
			54088153/Y06836	6	138.00	2,155.56	(Signature of Consignor)
			54088154/Y06836	6	138.00	2,155.56	
			54088155/Y06836	5	115.00	1,796.30	
28618 JES	128836	6	5" SQ X 0.250 HR X 29' 6"	31	914.50	14,284.49	Received \$ to apply in prepayment of the
			122833				charges on the property described hereon.
			54088143/Y06836	6	177.00	2,764.74	Agent or Cashier
			54088144/Y06836	6	177.00	2,764.74	Per
			54088145/Y06836	6	17 <b>7</b> .00	2,764.74	
			54088146/Y06836	6	177.00	2,764. <b>7</b> 4	
			54088147/Y06836	6	177.00	2,764.74	
			54088148/Y06836	1	29.50	460.79	(The signature here acknowledges only the amount prepaid.)
8618 JES 1	28836	6	5" SQ X 0.312 HR X 28'	31	868.00	16,561.44	Charges Advanced
			122835				\$
			59117071/Y05672	6	168.00	3,205.44	
			59117072/Y05672	6	168.00	3,205.44	Rate per Cwt.
			59117073/Y05672	6	168.00	3,205.44	
			59117074/Y05672	1	28.00	534.24	
			59117075/Y05672	6	168.00	3,205.44	Total Weight
			59117076/Y05672	6	168.00	3,205.44	45,575.59
If Charges A	∖re ⊺a Be	e Prepaid, W	/rite Here "Prepaid" >>>> Prepaid	& Add			·
te shipment moves between tw TE Where the rate is depend	vo ports by a c ent on value,	amer by water, the shippers are require	law requires that the bill of lading shall state whether it is a ca d to state specifically in writing the agreed or declared value is	rrier's or shipper's weight of the property.			
agreed or declared value of l	he property is	hereby specifically	stated by the shipper to be not exceeding per				19 Bundles
BULL MOOSE, TI	UBE CO.	, Shipper		· · · · · · · · · · · · · · · · · · ·		·	
1.1		(1) 1					,

BJ.I.

Per

Permanent post-office address of

29851 County Road 20 West, Elkhart, IN 46517

#### **TERMS & CONDITIONS**

χ<sup>1</sup>. .

1. Carrier's Duties: Carrier shall be solely responsible for loading, unloading, transporting and securing all goods tendered to carrier under this Bill of Lading. In the event any loss or damage claims arising from improper loading, unloading, transporting or securing the load, carrier shall be solely responsible for any damages or losses incurred as result thereof. Carrier shall exercise reasonable care in performing all transportation services rendered under this Bill of Lading. Carrier shall be solely responsible for all claims arising from carrier's performance of transportation services hereunder, including, but not limited to, claims for personal injuries, claims for property damage, claims for cargo damage, all penalties, fines and/or traffic violations/citations, and any other claims arising from or relating to carrier's performance of transportation services hereunder.

2. Ownership & Possession: Shipper hereby warrants and represents to carrier that it has proper title to and/or possession of, and authority to ship, the goods delivered to carrier. Carrier relies upon this warranty and representation in accepting goods for shipment and/or storage. In the event conflicting claims of ownership should arise, Shipper hereby agrees to pay all reasonable attorney's fees and costs of litigation incurred by carrier in determining the party with proper title to the goods.

3. Carrier Liability: Carrier's liability for loss, damage or delay in delivery of goods tendered to carrier under this Bill of Lading shall be governed by 49 U.S.C. 14706, subject to the terms and conditions set forth in the Transportation Agreement and this Bill of Lading. The value of the shipment (or goods contained therein) shall be determined by the valuation level set forth in the valuation box on the reverse side of this Bill of Lading, or, in the event no value is declared, carrier shall be liable in an amount equal to the fair market value of the goods on the date the goods were tendered to carrier. In the event of loss or damage to the shipment, carrier shall be liable for the cost to repair or replace the goods damaged or lost, whichever is less. In the event the carrier (or its insurer) desires to repair damaged goods, the shipper, at shipper's sole discretion, shall determine whether repairs are reasonable under the circumstances and must provide written consent for repairs. In the event repairs are made to damaged goods, carrier shall liable for the cost of repairs plus the loss in value to the repaired goods. In addition to the value of the goods tendered under this Bill of Lading as provided herein, shipper shall be entitled to recover consequential damages incurred as result of carrier's failure to perform transportation services as provided herein.

4. Claim & Suit Filing Requirements: Pursuant to 49 U.S.C 14706 and applicable federal regulations governing interstate shipments, all claims for loss or damage to the shipment must be filed with the carrier, in writing, within nine (9) months from the date of delivery or, in the event of non-delivery, within nine months from the date the shipment was scheduled to deliver as provided herein. Failure to file a written claim as set forth herein shall result in a denial of all claims. All legal proceedings commenced by the shipper/consignor/consignee arising from or relating to loss, damage or delay in delivery of goods tendered to carrier under this Bill of Lading must be commenced within two (2) years and one (1) day from the date of delivery or, in the event of non-delivery, within two (2) years of the date of scheduled delivery as provided herein. After a claim is filed by the shipper, the carrier shall investigate and pay, offer to settle or provide in writing its reason for denying such cargo claim within thirty (30) days of the claim being filed.

5. The Transportation Agreement: Shipper and carrier have entered into a Transportation Agreement governing the relationship of the parties to this Bill of Lading and the terms and conditions set forth in said Transportation Agreement are hereby made a part hereof and are incorporated by reference herein. In the event the terms and conditions set forth in the Transportation Agreement, this Bill of Lading and/or the terms set forth in rate schedules and classifications or tariffs conflict, the Transportation Agreement shall govern and control any such conflict.

6. Indemnification & Attorney's Fees: Carrier shall indemnify, defend and hold harmless shipper from and against any and all claims arising from carrier's performance of transportation services under this Bill of Lading, including, but not limited to, payment of reasonable attorney's fees, costs and expenses incurred by shipper resulting from any such claims. In the event shipper commences legal proceedings against carrier to enforce rights, obligations, terms and/or conditions set forth herein, shipper shall be entitled to recover reasonable attorney's fees, costs and expenses incurred by shipper in prosecuting any such claims.

7. Warranties & Representations: Carrier hereby warrants and represents (a) that carrier is a properly licensed interstate motor carrier and maintains the required insurance coverages required by federal law, (b) that all drivers dispatched to provide transportation services herein shall be duly qualified and licensed with applicable state and federal authorities, (c) that all equipment dispatched to perform services under this Bill of Lading shall be in good working condition and properly licensed and inspected by applicable state and federal governmental authorities. Shipper represents that all goods tendered under this Bill of Lading are owned by shipper or that shipper has proper authority to ship same.

8. Transportation Charges: Unless otherwise agreed by the parties in writing, carrier shall be responsible to collect all C.O.D. freight charges at the time of delivery and shall deliver same to shipper within five (5) days of receipt by carrier. Carrier's failure to collect C.O.D. transportation charges shall relieve shipper of any and all obligations to pay carrier for transportation services rendered hereunder and carrier shall be liable to shipper for the fair market or declared value of the goods as provided herein. Shipper will remit transportation charges to carrier in accordance with the terms and conditions set forth in the Transportation Agreement.

9. Jurisdiction & Venue. The parties to this Bill of Lading hereby agree that all legal proceedings commenced by either party relating to any and claims and disputes arising under this Bill of Lading or relating to services performed under this Bill of Lading shall be subject to jurisdiction of the state or federal courts of the State of Missouri.

10. Miscellaneous Provisions. The terms and conditions set forth in this Bill of Lading contain the entire agreement and cannot be altered or modified unless agreed in writing. To the extent any of the terms or conditions contained herein (or in the documents incorporated by reference herein) are found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent allowed by law.

BULL MOOSE TUBE COMPANY

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1819 Clarkson Rd. Chesterfield, Missouri 63017

BILL TO Rubb, Inc. P.O. Box 711 1 Rubb Lane

#### BULL MOOSE TUBE ELKHART FACILITY CERTIFICATION OF TESTS

R5641100 06/29/05 Page 1 of 1

SHIP TO Rubb, Inc. P.O. Box 711 1 Rubb Lane Sanford

ME 04073

B/L	Number 8	39415				Shi	p Via						
5	" SQ X 0.25	50 HR X 23	,						Order #	12	28836		
1	27.0 mm			Ladle An	alysis and	Physicals			Purchase	Order #	28618	JES	
A	STM A500	-C3 C Res	Silicon						Item #	12	283		
Ticket	# = 54088	155		Heat	#= Y068	36				Р			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.060	.840	.014	.008	.044	.021	.021	.050	.040	.020	.001	57550	70422	34
5'	" SQ X 0.25	50 HR X 29	' 6"						Order #	12	28836		
1:	27.0 mm			Ladle Ana	alysis and	Physicals			Purchase	Order #	28618	JES	
А	STM A500	-03 C Res	Silicon						Item #	12	283		
Ticket	# = 54088	148		Heat	# = Y068	36				P			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.060	.840	.014	.008	.044	.021	.021	.050	.040	.020	.001	57550	70422	34
5'	' SQ X 0.31	2 HR X 28'	,						Order #	12	8836		
12	27.0 mm			Ladle Ana	alysis and I	<sup>&gt;</sup> hysicals			Purchase	Order #	28618	JES	
A	STM A500	-03 C Res	Silicon						Item #	122	283		
Ticket #	<b>#</b> = 59117(	071		Heat #	#= Y0567	72				Р			
С	MN	Ρ	S	AL	SI	СВ	CU	CR	NI	VA	YLD psi	TSN psi	ELN %
.060	.840	.014	.010	.043	.015	.028	.050	.040	.020	.003	65920	76199	32

Quality Manager: John mc Crony