

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 16, 2012  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO 3**  
**OF**  
**CONTRACT NO. 071B7200318**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Saint Joseph Industries, Inc.</b><br><b>305 Hamblin Ave. West Suite A</b><br><b>Battle Creek, MI 49015</b><br><br>Email: <a href="mailto:Sjjimj2@sbcglobal.net">Sjjimj2@sbcglobal.net</a> | TELEPHONE: Joseph M. Myers<br><b>(269) 963-4832</b> |
|  | VENDOR NUMBER/MAIL CODE                             |
|  | BUYER/CA (517) 373-7374<br><b>Klatra Pickett</b>    |
| Contract Compliance Inspector: Tim Croze<br><b>Steel Column Breakaway – Michigan Department of Transportation</b>  |   |
| CONTRACT PERIOD: From: <b>August 13, 2007</b> To: <b>August 13, 2012</b>   |   |
| TERMS<br><b>Paid in 30 Days .5% Discount</b>   | SHIPMENT<br><b>70 Days A.R.O.</b>                   |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                          |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$5,000.00</b>   |   |
| MISCELLANEOUS INFORMATION:   |   |

**NATURE OF CHANGE (S):**

**Effective immediately the buyer is hereby CHANGED to Klatra Pickett.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DTMB Procurement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$444,887.50**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

April 29, 2008

**CHANGE NOTICE NO 2**  
**OF**  
**CONTRACT NO. 071B7200318**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Saint Joseph Industries, Inc.</b><br><b>305 Hamblin Ave. West Suite A</b><br><b>Battle Creek, MI 49015</b><br><br>Email: <a href="mailto:Sjjimj2@sbcglobal.net">Sjjimj2@sbcglobal.net</a> | TELEPHONE: Joseph M. Myers<br><b>(269) 963-4832</b> |
|  | VENDOR NUMBER/MAIL CODE                             |
|  | BUYER/CA (517) 241-1650<br><b>Terry Harris</b>      |
| Contract Compliance Inspector: Tim Croze<br><b>Steel Column Breakaway – Michigan Department of Transportation</b>  |   |
| CONTRACT PERIOD: From: <b>August 13, 2007</b> To: <b>August 13, 2012</b>   |   |
| TERMS<br><b>Paid in 30 Days .5% Discount</b>   | SHIPMENT<br><b>70 Days A.R.O.</b>                   |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                          |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$5,000.00</b>   |   |
| MISCELLANEOUS INFORMATION:   |   |

**NATURE OF CHANGE (S):**

**Effective immediately the following line items 011 and 012 are added to this contract.:**

| ITEM | DESCRIPTION  | UNIT | UNIT PRICE      |
|------|--|------|-----------------|
| 011  | Column W8X13X25'<br>AASHTO M 270 Grade 36<br><b>WITHOUT ATTACHED PLATE</b> | EA   | <u>\$366.00</u> |
| 012  | Colum W8X18X25'<br>AASHTO M 270 Grade 36<br><b>WITHOUT ATTACHED PLATE</b>  | EA   | <u>\$455.00</u> |

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor letter (Robert Sitarski) dated April 8, 2008, Agency contact (Rick Dolan) and Purchasing Operations agreement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$444,887.50**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

March 25, 2008

CHANGE NOTICE NO 1  
 OF  
 CONTRACT NO. 071B7200318  
 between  
 THE STATE OF MICHIGAN  
 and

|   |   |
|---|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Saint Joseph Industries, Inc.</b><br><b>305 Hamblin Ave. West Suite A</b><br><b>Battle Creek, MI 49015</b><br><br><a href="mailto:Sijimj2@sbcglobal.net">Sijimj2@sbcglobal.net</a> | TELEPHONE: Joseph M. Myers<br><b>(269) 963-4832</b> |
|   | VENDOR NUMBER/MAIL CODE                             |
|   | BUYER/CA (517) 241-1650<br><b>Terry Harris</b>      |
| Contract Compliance Inspector: Tim Croze<br><b>Steel Column Breakaway – Michigan Department of Transportation</b>   |   |
| CONTRACT PERIOD: From: <b>August 13, 2007</b> To: <b>August 13, 2012</b>  |   |
| TERMS<br><b>Paid in 30 Days .5% Discount</b>  | SHIPMENT<br><b>70 Days A.R.O.</b>                   |
| F.O.B.<br><b>Delivered</b>  | SHIPPED FROM<br><b>N/A</b>                          |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$5,000.00</b>  |   |
| MISCELLANEOUS INFORMATION:  |   |

**NATURE OF CHANGE (S):**

Effective immediately there is a Unit Price clarification to lines 005 and 010 per the following:

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | <u>OLD</u><br>UNIT PRICE | NEW<br>PRICE    |
|------|-----------------------|----------|------|--------------------------|-----------------|
| 005  | 801-30-49             | 250      | EA   | <u>131.53</u>            | <b>\$840.00</b> |
| 010  | 801-30-49             | 250      | EA   | <u>145.30</u>            | <b>\$934.63</b> |

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per vendor letter (Robert Sitarski) dated March 14, 2008, Agency and Purchasing Operations agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$444,887.50**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**August 17, 2007**

**NOTICE  
 OF  
 CONTRACT NO. 071B7200318  
 between  
 THE STATE OF MICHIGAN  
 and**

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><br><p style="text-align: center;"><b>Saint Joseph Industries, Inc.<br/>         305 Hamblin Ave. West Suite A<br/>         Battle Creek, MI 49015</b></p> | TELEPHONE: Joseph M. Myers<br><b>(269) 963-4832</b><br>VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 241-1650<br><b>Terry Harris</b> |
| Contract Compliance Inspector: Tim Croze<br><p style="text-align: center;"><b>Steel Column Breakaway – Michigan Department of Transportation</b></p>                                   |  |
| CONTRACT PERIOD: From: <b>August 13, 2007</b> To: <b>August 13, 2012</b>   |  |
| TERMS<br><p style="text-align: center;"><b>Paid in 30 Days .5% Discount</b></p>  | SHIPMENT<br><p style="text-align: center;"><b>70 Days A.R.O.</b></p>   |
| F.O.B.<br><p style="text-align: center;"><b>Delivered</b></p>  | SHIPPED FROM<br><p style="text-align: center;"><b>N/A</b></p>  |
| MINIMUM DELIVERY REQUIREMENTS<br><p style="text-align: center;"><b>\$5,000.00</b></p>  |  |
| MISCELLANEOUS INFORMATION:   |  |

**The terms and conditions of this Contract are those of ITB #07117200186, this Contract Agreement and the vendor's quote dated June 15, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: \$444,887.50**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

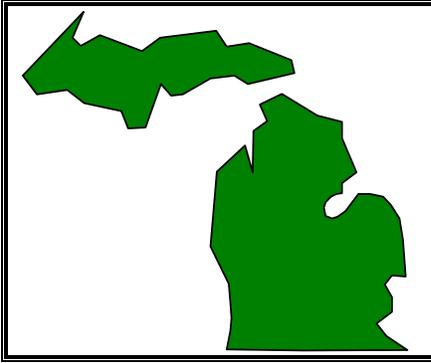
**CONTRACT NO. 071B7200318**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><br><b>Saint Joseph Industries, Inc.</b><br><b>305 Hamblin Ave. West Suite A</b><br><b>Battle Creek, MI 49015</b>  | TELEPHONE: Joseph M. Myers<br><b>(269) 963-4832</b><br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 241-1650<br><b>Terry Harris</b> |
| Contract Compliance Inspector: Tim Croze<br><b>Steel Column Breakaway – Michigan Department of Transportation</b>  |  |
| CONTRACT PERIOD: From: <b>August 13, 2007</b> To: <b>August 13, 2012</b>   |  |
| TERMS<br><b>Paid in 30 Days .5% Discount</b>   | SHIPMENT<br><b>70 Days A.R.O.</b>  |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>   |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$5,000.00</b>   |  |
| MISCELLANEOUS INFORMATION:<br><b>The terms and conditions of this Contract are those of ITB #07117200186, this Contract Agreement and the vendor's quote dated June 15, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b><br><br><b>Estimated Contract Value: \$444,887.50</b> |  |

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07117200186. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.**

**All terms and conditions of the invitation to bid are made a part hereof.**

|  |  |
|--|--|
| <p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Saint Joseph Industries, Inc.</b><br/>         _____<br/>         Firm Name</p> <p style="text-align: center;">_____<br/>         Authorized Agent Signature</p> <p style="text-align: center;">_____<br/>         Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____<br/>         Date</p> | <p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____<br/>         Signature<br/> <b>Terry Harris, Buyer Specialist</b><br/>         _____<br/>         Name/Title<br/> <b>Commodities Division, Purchasing Operations</b><br/>         _____<br/>         Division</p> <p style="text-align: center;">_____<br/>         Date</p> |
|--|--|



**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

Contract No. 071B7200318  
Steel Column Breakaway  
Michigan Department of Transportation  
MDOT

Buyer Name: Terry Harris  
Telephone Number: 517-241-1650  
E-Mail Address: [harrist@michigan.gov](mailto:harrist@michigan.gov)



Steel Column Breakaway

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## **Article1 – Statement of Work (SOW)**

### **1.0 Introduction**

#### **1.001 DEFINING DOCUMENT**

This is a formal Contract Agreement for Steel Column Breakaway, this a five year provision for the State of Michigan (“State”), and MiDeal Program Members (Authorized Local Units of Government).

#### **1.002 PROJECT TITLE AND DESCRIPTION**

The material to be acquired under this Contract is for supplies in the following category(s):

1. Steel Column Breakaway.

#### **1.003 PROJECT CONTROL**

##### Project Control

- a. Saint Joseph Industries Inc. will carry out this project under the direction and control of the Department of Transportation, and Purchasing Operations.

#### **1.004 COMMENCEMENT OF WORK**

Saint Joseph Industries Inc. shall show acceptance of this agreement by signing two copies of this contract and returning it to the contract administrator. Saint Joseph Industries Inc. shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

### **1.1 Product Quality**

#### **1.101 SPECIFICATIONS**

Acceptable brands are noted in the Contract or lists attached. Saint Joseph Industries Inc. shall deliver only such brands, or State of Michigan approved alternate items of equal quality.

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the “Contract”.

#### **1.102 RESEARCH AND DEVELOPMENT**

Saint Joseph Industries Inc. is an ISO 9001:2000 certified with proven Quality Management System. Delivered to their entire customers approximately 8,600,500 units defect free. All projects will be developed utilizing Microsoft Project, timeline sequence of tasks required to complete the project.

#### **1.103 QUALITY ASSURANCE PROGRAM**

Saint Joseph Industries Inc. does have a Quality Assurance Program(s) that are currently in place within their organization.

#### **1.104 WARRANTY FOR PRODUCTS OR SERVICES**

Saint Joseph Industries Inc. warrants that products come with a manufactures defect warranty and workmanship warranty, which means if for any reason the product is defective it can be replaced or money refunded. No other warranty is part of these products.

### **1.2 Service Capabilities**

#### **1.201 CUSTOMER SERVICE/ORDERING**

Saint Joseph Industries Inc. customer service can be reached by calling (269) 963-4832 or (877) 922-0522. Orders can be called into customer service, or faxed (269) 963-4832.



Saint Joseph Industries Inc. shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

At the request of Purchasing Operations, Saint Joseph Industries Inc. shall have the ability to prevent items not listed in the contract from being purchased. The State reserves the right to add items to the contract list if they are found to be necessary to the needs of State agencies and departments.

#### **1.202 TRAINING**

Saint Joseph Industries Inc. shall discuss their training capabilities and the training to be included in this Contract. Saint Joseph Industries Inc. shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. Saint Joseph Industries Inc. shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

#### **1.203 REPORTING**

Saint Joseph Industries Inc. shall discuss their capabilities related to generating reports. Saint Joseph Industries Inc. shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

#### **1.204 SPECIAL PROGRAMS**

The State is interested in any other special programs that vendor's may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

#### **1.205 SECURITY**

The resulting Contract may require frequent deliveries to State of Michigan facilities. Saint Joseph Industries Inc. shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This will include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Saint Joseph Industries Inc. will indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Saint Joseph Industries Inc. will provide the results of all security background checks.

Upon review of the security measures included in a Saint Joseph Industries Inc. proposal and if that Saint Joseph Industries Inc. is awarded this contract, the State will decide whether to issue State ID badges to the Saint Joseph Industries Inc. delivery personnel or accept the ID badge issued to delivery personnel by the Saint Joseph Industries Inc.

The State may decide to also perform a security background check. If so, Saint Joseph Industries Inc. will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

Saint Joseph Industries Inc. and its subcontractors will comply with the security access requirements of individual State facilities.



### 1.3 Delivery Capabilities

#### 1.301 TIME FRAMES

All orders shall be delivered within 30 calendar days after receipt of order.

#### 1.302 MINIMUM ORDER

There is a \$5,000.00 minimum order requirement; however, order shall be in the unit of measure shown on the Contract item listing for each item.

#### 1.303 PACKAGING

Saint Joseph Industries Inc. is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

#### 1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

#### 1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders.

#### 1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

### 1.4 Project Price

#### 1.401 PROPOSAL PRICING

##### a . Best Customer

The State, or any participating Local Unit of Government, expects to be considered the "Best Customer" regarding Janitorial Supplies purchased in the State. In other words, since the total quantity included in this contract far exceeds the quantity that may be purchased by any other State entity in the state, the State expects to receive the "best price" during the term of this Contract for all locations.

Saint Joseph Industries Inc. guarantees that this contract will be equal to or better than those offered to any other government entity or commercial customer. Should any resulting modification occur, Saint Joseph Industries Inc. agrees to notify State of Michigan and amend contract accordingly.

##### b. Invoicing

Some State agencies are centralized and others are decentralized for ordering and payment processes. Contractor must be capable of submitting one consolidated invoice to an agency centralized location or multiple invoices to an agency for each delivery location.



c. Donations

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognizable as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this provision.

**1.402 QUICK PAYMENT TERMS**

Saint Joseph Industries Inc. offers a .5% discount for payment within 30 days.

**1.403 PRICE TERM**

Prices are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**1.5 Quantity term**

( X ) Requirements – Vendor agrees to supply all that the state requires

**1.6 Change Management**

If a proposed Contract change is approved by the Contract Compliance Inspector, they will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the Purchasing Operations Director (or authorized designee), agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract change Notice. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**



**ARTICLE 1B – EVALUATION INFORMATION**

**1B.100 VENDOR INFORMATION**

**1B.101 Vendor Name and Address**

Saint Joseph Industries Inc.

**1B.102 Location Address**

305 Hamblin Ave. West  
Battle Creek, Mi 49015

**1B.103 Organization and Year**

5 years

**1B.104 Contactor Contact**

Don Lang, Production Supervisor, (269) 963-4832 or (877) 922-0522, Fax (269) 963-4832  
e-mail sjijm2@sbcglobal.net

**1B.200 QUALIFICATIONS**

**1B.201 Prior Experience**

N/A

**1B.202 Staffing**

Joseph M. Myers – President/Owner – (269) 963-4832 – (269) 420-2816 cell

Robert M. Sitarski – Quality and Sales Manager – (269) 963-4832 – (269) 420-2818 cell

Carrie Powers – Office and Accounting Manager – (269) 963-4832

**1B.300 DISCLOSURES**

**1B.301 Disclosure of Litigation**

(a) Disclosure. Saint Joseph Industries Inc. must disclose any material criminal litigation, investigations or proceedings involving the Vendor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Vendor (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Vendor (or, to the extent Vendor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Vendor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Vendor or, to the extent Vendor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Vendor's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Vendor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.



**1B.302 MIDEAL - Extended Purchasing**

**NON-STATE AGENCY REQUIREMENTS**

**Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The bidder is requested to complete the attached "Non-State Agency Statement" to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the state departments and agencies. Should a contract result, a listing of approved program members will be included.**

**Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB Office of Acquisition Services.**

**NON-STATE AGENCY STATEMENT**

**Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the Office of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such contract in this manner must come from the contract vendor.**

**In such cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized MIDEAL member on a direct and individual basis in accordance with contract terms.**

**It is the responsibility of the contractor to ensure the non-state agency is an authorized MIDEAL member prior to extending the state contract price.**

**BIDDER MUST CHECK ONE BOX BELOW**

Commodities and/or services on this Invitation to Bid will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program will be provided if this option is selected.

Commodities and/or services on the Invitation to Bid will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Agent Name (print or type)

\_\_\_\_\_  
Authorized Agent Signature



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

This Contract is for [Steel Column Breakaway](#) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

MiDeal Program Member (Authorized Local Units of Government) may also issue orders (see attached Non-State Agency Statement, Article 1B.302).

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Michigan [Department of Transportation](#). Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Saint Joseph Industries Inc. proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
[Attn: Terry Harris](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
[\(517\) 241-1650](#)  
[harrist@michigan.gov](mailto:harrist@michigan.gov)

#### **2.003 NOTICE**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### **2.004 CONTRACT TERM**

The term of this Contract will be for five (5) years and will commence with the issuance of a Contract. This will be approximately [August 13, 2007](#) through [August 13, 2012](#).

**Option.** The State reserves the right to exercise 2 one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver



on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

**Extension.** At the sole option of the State, this contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to Saint Joseph Industries Inc. within 30 days, provided that the State gives Saint Joseph Industries Inc. a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason.

Saint Joseph Industries Inc. will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to Saint Joseph Industries Inc. indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Saint Joseph Industries Inc. is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

Saint Joseph Industries Inc. and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

Saint Joseph Industries Inc. shall make the following notifications in writing:



1. When Saint Joseph Industries Inc. becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. Saint Joseph Industries Inc. shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

Saint Joseph Industries Inc. shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 SOFTWARE COMPLIANCE - RESERVED**

**2.104 RESERVED**

**2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED**

**2.106 PREVAILING WAGE - RESERVED**

**2.107 PAYROLL AND BASIC RECORDS - RESERVED**

**2.108 COMPETITION IN SUB-CONTRACTING - RESERVED**

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance**

**2.201 TIME IS OF THE ESSENCE**

Saint Joseph Industries Inc. is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

**2.202 CONTRACT PAYMENT SCHEDULE - RESERVED**

**2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED**

**2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Saint Joseph Industries Inc. is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).



## 2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED

### 2.3 Contract Rights and Obligations

#### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by Saint Joseph Industries Inc. prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Saint Joseph Industries Inc. (s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

#### 2.302 CONTRACTOR RESPONSIBILITIES

Saint Joseph Industries Inc. will be required to assume responsibility for all contractual activities, whether or not that Saint Joseph Industries Inc. performs them. Further, the State will consider Saint Joseph Industries Inc. to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require Saint Joseph Industries Inc. to replace subcontractors found to be unacceptable. Saint Joseph Industries Inc. is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

#### 2.303 ASSIGNMENT AND DELEGATION

Saint Joseph Industries Inc. shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, Saint Joseph Industries Inc. may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operations.

Saint Joseph Industries Inc. shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**Saint Joseph Industries Inc. must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.**

#### 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.



## 2.305 INDEMNIFICATION

### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



### Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

#### **2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither Saint Joseph Industries Inc. nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

#### **2.307 CONTRACT DISTRIBUTION**

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

#### **2.308 FORM, FUNCTION, AND UTILITY**

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

#### **2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

#### **2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED**

#### **2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to **90 days** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

#### **2.312 RESERVED**

#### **2.313 RESERVED**



## 2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on Saint Joseph Industries Inc.'s website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

Tim Croze  
Michigan Department of Transportation  
Maintenance Engineer  
6333 old Lansing Rd Lansing, MI 48917  
[crozet@michigan.gov](mailto:crozet@michigan.gov) (517) 322-3394

### 2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Michigan [Department of Transportation](#) may review with Saint Joseph Industries Inc. their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by Saint Joseph Industries Inc. of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

Performance reviews may also include an audit of pass invoices. If errors are found in pass invoicing, Saint Joseph Industries Inc. will reimburse the State for the difference within 30 days of the audit.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Saint Joseph Industries Inc. agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if Saint Joseph Industries Inc. is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.



- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
  2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by Saint Joseph Industries Inc. of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change.

### 2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, Saint Joseph Industries Inc. shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.



## 2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Saint Joseph Industries Inc. must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event Saint Joseph Industries Inc. fails to make arrangements within the specified time period.

## 2.504 GENERAL WARRANTIES (goods)

*Warranty of Merchantability* – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

*Warranty of fitness for a particular purpose* – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

## 2.505 CONTRACTOR WARRANTIES

Saint Joseph Industries Inc. will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. Saint Joseph Industries Inc. will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
2. Saint Joseph Industries Inc. will provide the products in a manner that does not infringe the proprietary rights of any third party;
3. Saint Joseph Industries Inc. will provide the products in a manner that complies with all applicable laws and regulations;
4. Saint Joseph Industries Inc. has duly authorized the execution, delivery and performance of the Contract;
5. Saint Joseph Industries Inc. is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
6. This contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with this contract's requirements.
7. This contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Saint Joseph Industries Inc.
8. Saint Joseph Industries Inc. is qualified and registered to transact business in all locations where required.



9. Neither Saint Joseph Industries Inc. nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Saint Joseph Industries Inc. shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
  
10. All financial statements, reports, and other information furnished by Saint Joseph Industries Inc. to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Saint Joseph Industries Inc. as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Saint Joseph Industries Inc.. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

**2.506 STAFF - RESERVED**

**2.507 RESERVED**

**2.508 EQUIPMENT WARRANTY - RESERVED**

**2.509 RESERVED**

**2.6 Breach of Contract**

**2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if Saint Joseph Industries Inc. breaches, such a breach may be considered as a default in the performance of a material obligation of this contract.

**2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by Saint Joseph Industries Inc., the State shall provide Saint Joseph Industries Inc. written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance



- or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. Saint Joseph Industries Inc. will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Saint Joseph Industries Inc. which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under this Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and Saint Joseph Industries Inc. cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by Saint Joseph Industries Inc. In the event that Saint Joseph Industries Inc. breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Saint Joseph Industries Inc., cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Saint Joseph Industries Inc. shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Saint Joseph Industries Inc. was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of



this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving Saint Joseph Industries Inc. written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Saint Joseph Industries Inc. acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Saint Joseph Industries Inc. The State shall give Saint Joseph Industries Inc. written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event Saint Joseph Industries Inc., an officer of Saint Joseph Industries Inc., or an owner of a 25% or greater share of Saint Joseph Industries Inc., is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Saint Joseph Industries Inc.'s business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

**2.702 RIGHTS UPON CANCELLATION**

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Saint Joseph Industries Inc. agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Saint Joseph Industries Inc.'s Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

**2.703 LIQUIDATED DAMAGES - RESERVED**

**2.704 STOP WORK - RESERVED**

**2.705 SUSPENSION OF WORK**

The Contract Administrator may order Saint Joseph Industries Inc., in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the



contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before Saint Joseph Industries Inc. shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this contract.

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### 2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### 2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from this Contract vendor.** The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operations.

### 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Saint Joseph Industries Inc. shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Saint Joseph Industries Inc.'s records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;



- 3. Pricing of the modification; or
- 4. Performance of the modification.

Saint Joseph Industries Inc. shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

The State of Michigan, upon request, shall have access to any and all records pertaining to State accounts compiled during the term of this Contract.

**2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Saint Joseph Industries Inc. gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That Saint Joseph Industries Inc. regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Saint Joseph Industries Inc. to an equitable adjustment.

**2.806 NEWS RELEASE**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State.

No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**2.807 LIABILITY INSURANCE**

**A. Insurance**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below.

The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

- 1. Commercial General Liability with the following minimum coverage:

|             |  |
|-------------|--|
| \$2,000,000 | General Aggregate Limit other than Products/Completed Operations |
| \$2,000,000 | Products/Completed Operations Aggregate Limit                    |
| \$1,000,000 | Personal & Advertising Injury Limit                              |
| \$1,000,000 | Each Occurrence Limit  |
| \$500,000   | Fire Damage Limit (any one fire)                                 |

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's



domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

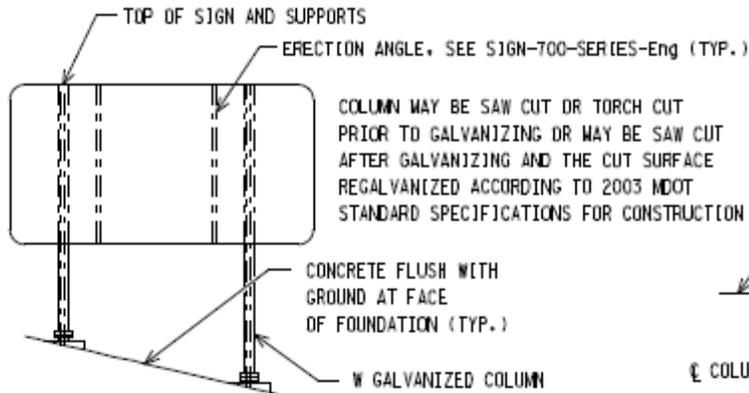
**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance

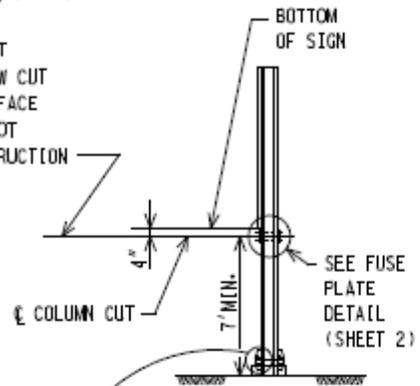


expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

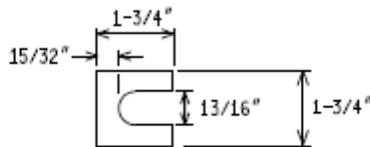
Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



**ELEVATION**  
(FACING TRAFFIC)

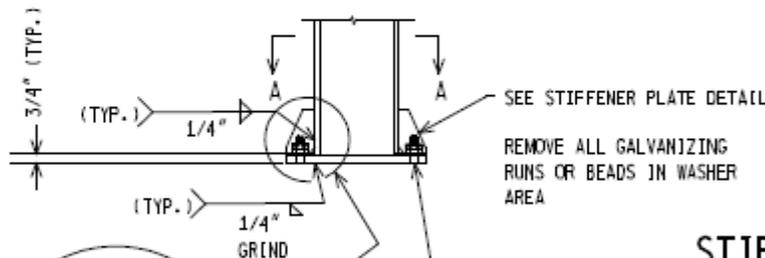
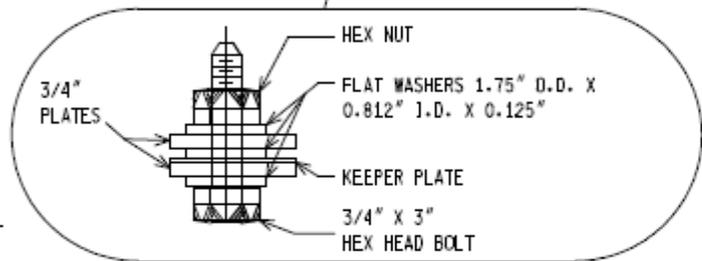


**END ELEVATION**

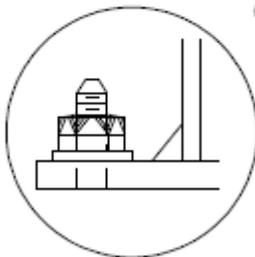
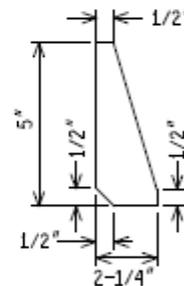


FURNISH 2  $\leftrightarrow$  0.012" THICK & 2  $\leftrightarrow$  0.034" THICK SHIMS PER COLUMN, SHIMS SHALL BE FABRICATED FROM BRASS OR GALVANIZED STEEL SHIM STOCK OR STRIP.

**SHIM DETAIL**



**STIFFENER PLATE DETAIL**



STAINLESS STEEL BOLT WITH HEX HEAD, HEX NUT AND 3 WASHERS WITH BOLT (4 REQUIRED). \* USE 3/4" DIA. X 3" BOLTS TORQUED TO 75 FT-LBS (DO NOT OVERTIGHTEN). FOR TIGHTENING PROCEDURE SEE STEP C, D, AND E UNDER NOTE 1

\* THE BOLT, NUT AND WASHERS SHALL MEET THE 2003 MDT STANDARDS SPECIFICATIONS FOR CONSTRUCTION

**COLUMN END VIEW**

NOT TO SCALE

File: PW:RD/TS/TYP/SIGNS/SSS/SIGN-220-B-ENG.dgn

Rev. 06/01/2006 JT



PREPARED BY  
TRAFFIC AND SAFETY  
SUPPORT AREA

DRAWN BY: ABG/KWK

CHECKED BY: AJU

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

08/28/06

FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

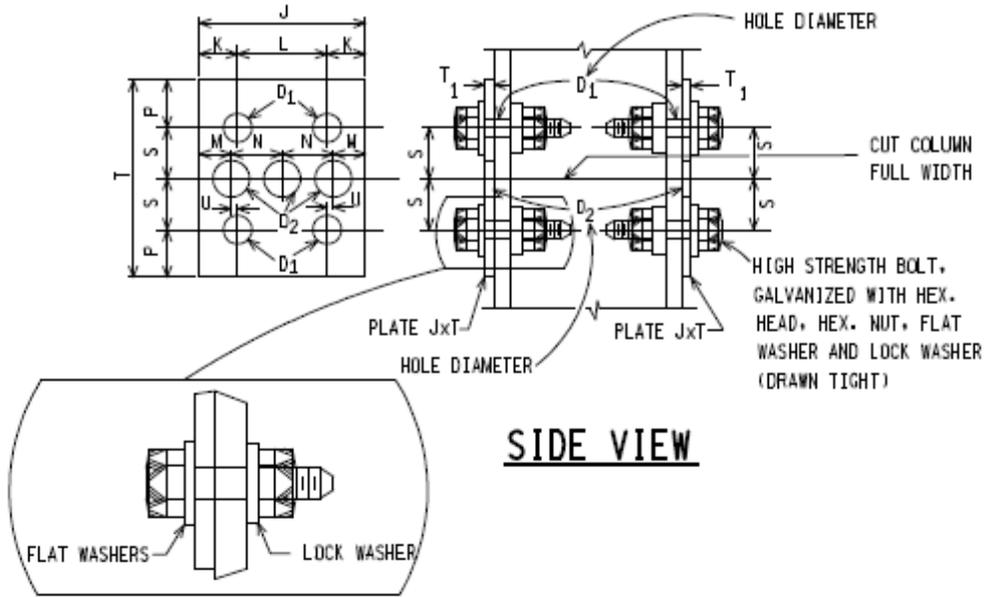
**STEEL COLUMN  
BREAK-AWAY (W)**

06/01/06  
PLAN DATE

**SIGN-220-B**

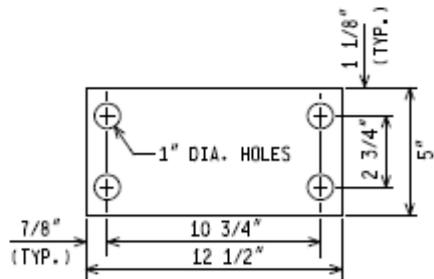
SHEET  
1 of 3

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**FUSE PLATE DETAILS**

| COLUMN SIZE | FUSE PLATE DIMENSIONS (inches) |       |       |                 |                  |       |       |   |      |                |                | BOLT SIZE |                  |
|-------------|--------------------------------|-------|-------|-----------------|------------------|-------|-------|---|------|----------------|----------------|-----------|------------------|
|             | J                              | K     | L     | M               | N                | P     | S     | T | U    | T <sub>1</sub> | D <sub>1</sub> |           | D <sub>2</sub>   |
| W8 x 13     | 4                              | 7/8   | 2-1/4 | 25/32<br>± 1/32 | 1-7/32<br>± 1/32 | 1-1/4 | 1-1/4 | 5 | 3/32 | 1/4            | 13/16          | 7/8       | 3/4 DIA. X 1-3/4 |
| W8 x 18     | 5-1/4                          | 1-1/4 | 2-3/4 | 1<br>± 1/32     | 1-5/8<br>± 1/32  | 1-1/2 | 1-1/2 | 6 | 1/4  | 5/16           | 15/16          | 1-1/4     | 7/8 DIA. X 2     |



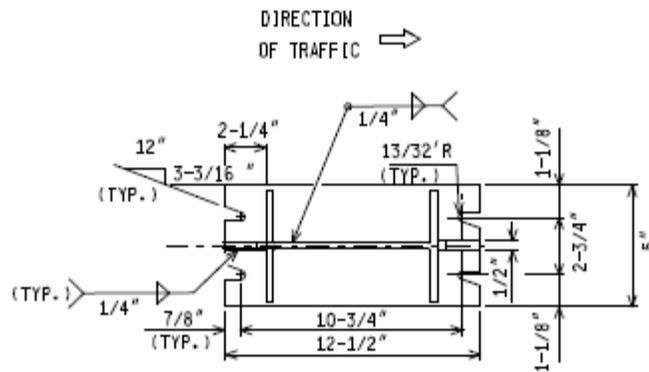
**KEEPER PLATE DETAIL**

(28 GA GALVANIZED STEEL)

NOT TO SCALE

|  |                                |                       |            |                 |
|--|--------------------------------|-----------------------|------------|-----------------|
| MICHIGAN DEPARTMENT OF TRANSPORTATION<br>BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN | 08/28/06<br>FHWA APPROVAL DATE | 06/01/06<br>PLAN DATE | SIGN-220-B | SHEET<br>2 of 3 |
| File: PW:RD/TS/TYP/SIGNS/SSS/SIGN-220-B-ENG.dgn                                    | Rev. 06/01/2006 JT             |                       |            |                 |

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**SECTION A-A**

SECTION SHOWN IS FOR INSTALLATION ON RIGHT SHOULDER AND IN GORE. PLATE SLOT BEVELS ARE OPPOSITE HAND FROM THAT SHOWN FOR INSTALLATIONS ON LEFT SHOULDER.

**NOTES:**

1. PROCEDURE FOR ASSEMBLY OF BASE CONNECTION:
  - A. ASSEMBLE COLUMN TO STUB WITH BOLTS AND WITH ONE FLAT WASHER ON EACH BOLT BETWEEN PLATES.
  - B. NUMBER OF SHIMS LIMITED TO TWO PER COLUMN.
  - C. TIGHTEN BOLTS IN SYSTEMATIC ORDER TO THE PRESCRIBED TORQUE. DO NOT OVERTIGHTEN.
  - D. LOOSEN EACH BOLT & RETIGHTEN TO PRESCRIBED TORQUE IN THE SAME ORDER AS INITIAL TIGHTENING. USE COLORED LOCTITE.
2. DESIGN CONFORMS WITH AASHTO SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS.
3. MATERIALS AND FABRICATION PER 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. ALL HIGH STRENGTH NUTS SHALL BE OF SUCH CAPACITY AS TO DEVELOP THE BOLT STRENGTH
5. ALL STRUCTURAL STEEL SHALL BE GALVANIZED AFTER FABRICATION EXCEPT WHERE NOTED.
6. ALL CONTACT AREAS OF PLATES AND COLUMN FLANGES SHALL BE FREE OF GALVANIZING BEADS OR RUNS.
7. THE KEEPER PLATE SHALL BE FABRICATED FROM 28 GA GALVANIZED STEEL AND PLACED BETWEEN THE COLUMN AND STUB.
8. WHEN EXISTING STEEL COLUMN BREAKAWAY SUPPORTS ARE TO BE RETAINED, REPLACE BOLTS, WASHERS, NUTS AND KEEPER PLATE.

NOT TO SCALE

|  |                                |                       |                   |                 |
|--|--------------------------------|-----------------------|-------------------|-----------------|
| MICHIGAN DEPARTMENT OF TRANSPORTATION<br>BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN | 08/28/06<br>FHWA APPROVAL DATE | 06/01/06<br>PLAN DATE | <b>SIGN-220-B</b> | SHEET<br>3 of 3 |
| File: PW:RD/TS/TYP/SIGNS/SSS/SIGN-220-B-ENG.dgn                                    | Rev. 06/01/2006 JT             |                       |                   |                 |

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707.01

Section 707. STRUCTURAL STEEL CONSTRUCTION

707.01 Description. Fabricate, shop clean and coat, furnish, deliver, and erect structural steel and other materials. The fabrication and construction methods specified here may be modified by contract documents. Complete this work according to the plans, approved shop plans or working drawings, or approved by the Engineer.

A. American Institute of Steel Construction (AISC) certifications is required for the listed steel fabrication work.

- 1. **Category Simple Steel Bridges (Sbr)** when fabricating unspliced rolled beams or other bridge related components including, but not limited to, bridge tube railing, bearing assemblies (including pot and disc bearings), modular bridge expansion joints, sidewalk and deck grating, pin and hanger assemblies (excluding machining operations), diaphragms, cross-frames, connection angles and plates, and miscellaneous steel components permanently attached to the structure as determined by the Engineer.
- 2. **Category Major Steel Bridges (Cbr)** when fabricating welded plate girders.
- 3. **Fracture Critical Members Endorsement** in addition to Category Major Steel Bridges when fabricating fracture critical members.
- 4. **Sophisticated Paint Endorsement** when more than 500 square feet of steel surface area is painted.

B. Weld according to AWS D1.5, *Bridge Welding Code* as modified by MDOT specifications. The Engineer will consider rolled beams, cover plates, flange and web plates, link bars, end diaphragms, end diaphragm connection plates/stiffeners as primary members. For horizontally curved girders the Engineer will also consider intermediate cross frames and connection plates/stiffeners as primary members.

C. Shop clean and coat according to section 716.

707.02 Materials. Use materials meeting the following:

|  |     |
|--|-----|
| Structural Steel . . . . .                           | 906 |
| High Strength Steel Bolts, Nuts and Washers. . . . . | 906 |
| Pins. . . . .  | 906 |
| Shear Developers . . . . .                           | 906 |
| Miscellaneous Metals . . . . .                       | 908 |



**707.02**

|                           |     |
|---------------------------|-----|
| Elastomeric Bearings..... | 914 |
| Non-Metallic Washers..... | 914 |

Provide bushings with a nominal wall thickness of ¼ inch selected from the Qualified Products List.

Provide steel castings unless cast iron or other material is specifically called for or authorized by the Engineer in writing.

**Mill Test Reports and Certifications.** Furnish the Engineer with one copy of the Mill Test Reports, from the manufacturer's records, of chemical composition and physical properties of structural steel members. Provide an affidavit stating that the material furnished meets the specifications. Where Mill Test Reports are not available, arrange for tests of the chemical and physical properties and furnish two certified copies of the test reports and affidavits to the Engineer. All costs associated with this testing will be borne by the Contractor.

For materials not requiring Mill Test Reports, furnish two copies of an affidavit stating that the material furnished meets the specifications, to the Engineer.

Identify all test reports and affidavits with the Department's structure number and the specific members of the structure to which the test reports or affidavits apply.

**707.03 Construction.**

**A. Shop Inspection.** The Department will provide shop inspection for structural steel, castings and similar materials. The fabricator must establish and maintain effective quality control procedures. The Department inspection is not a substitute for fabricator quality control procedures.

1. **Notice of Beginning of Work.** Give two weeks notice to the Engineer before the beginning of work in the shop.

If work is suspended on a project for a period in which the Inspector leaves the shop, give two weeks notice, or a period of time agreed upon in advance by the Engineer and the fabricator, before restarting the project.

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2. **Facilities for Inspection.** Provide, without charge, facilities for inspection of materials and workmanship. Provide a desk, locker, plan rack, secure storage space for testing equipment, and a telephone. Allow the Inspector access to all parts of the shop relating to the work.

Provide an office close to the work containing at least 120 square feet of floor space, adequately lighted, heated or air conditioned (cooled), and ventilated, and shared by not more than one other Inspector. Provide a parking space for the Inspector next to the office. Provide all equipment in the office in proper working order. The Engineer may approve sharing larger offices with additional Inspectors.

3. **Shop Inspector's Authority.** The Inspector will have authority to reject materials or construction that does not meet the specified requirements. The Inspector may suspend the use of equipment or an operation that is not producing desired results until corrective action is taken. If problems arise, which are not resolvable at the Inspector's level, conduct a three-way conversation between the Engineer, the Inspector, and the fabricator.

The Inspector will report all final decisions back to the fabricator.

4. **Rejections.** Finished members, for which materials and workmanships are accepted by the Inspector at the shop, may be rejected by the Engineer at the site. All costs associated with correcting or replacing damaged or defective material or workmanship will be borne by the Contractor.

**B. Prefabrication Meeting.** Do not start fabrication work until the Engineer and the fabricator have had a prefabrication meeting at the fabricating plant. The Engineer and other authorized representatives of the Department will meet with the fabricator's representatives who have direct responsibility for supervision and control of the work. Finalize all procedures relating to the shop fabrication of the material included in the contract and the proposed schedule of fabrication and delivery at this meeting.

**707.03****C. Furnishing and Fabricating.**

1. **Shop Plans.** Prepare complete working drawings of all fabrication details according to subsection 104.02. The Contractor is responsible for the correctness of working drawings. Use of design drawings in lieu of shop plans is not permitted. Submit four sets of drawings to the Engineer for review and acceptance. Following acceptance of working drawings, furnish the Engineer with 7 to 12 complete sets of prints, as required by the Engineer, and three sets of all shop bills. Following completion of the fabrication, furnish the Engineer with one complete set of working drawings in ink on white, 3 mil (minimum) polyester/mylar drafting film, 24 inches by 36 inches. Include all changes made from the time the Engineer accepted the original drawings.

**2. Welded Plate Girders and Rolled Beam Fabrication.**

a. **General.** Show in detail, on the working drawings, the procedure to be used for each type and size of welded joint or bolted connection.

Completely weld the plates that comprise the flange and web of the girders into a single plate before welding these flanges and webs together to form the individual girders or box girders.

Use the automatic submerged arc process to make flange and web butt welds, to connect the flanges to the webs, to attach cover plates to beam flanges, and to attach stiffener and connection plates to webs. This includes flange-to-web welds in box girders, arches, towers, and truss web and chord members. Fillet weld flange-to-web and cover plate-to-flange in the flat (1F) position. Use either flat (1F) or horizontal (2F) position for flange-to-web fillet welding.

Limit the use of shielded metal arc welding (SMAW) process to welding stiffeners or connection plates to rolled beams, stiffener-to-flange welding on plate girders, and welding bearing assemblies. Use SMAW for other limited welding applications where the use of automatic or semi-automatic welding equipment is impracticable because of limited access, an isolated location or short length of welds involved. Use only E7018 electrodes for the SMAW process.

Do not use electroslag or electrogas welding processes.



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Remove weld metal splatter on adjacent base metal, as approved by the Engineer, before blast cleaning and coating.

Table 707-1 shows the minimum fillet weld size. Determine fillet weld size by the thicker of the two parts joined unless the calculated stress requires a larger size. Exceeding the thickness of the thinner part joined with fillet welds is not normally required. In cases where the weld size is smaller than the minimum designated due to plate thickness, preheat to ensure weld soundness. Provide a minimum 5/16 inch fillet weld for a flange weld.

**Table 707-1 Weld Sizes**

| Minimum Fillet Weld Size   |                                     |
|--|-------------------------------------|
| Base Metal Thickness of Thicker Part Joined, in                        | Minimum Size of Fillet Weld, in     |
| ≤3/4   | 3/4                                 |
| >3/4 to 1 1/2  | 5/16                                |
| >1 1/2 to 2 1/4  | 3/8                                 |
| >2 1/4 to 6  | 1/2                                 |
| >6   | 5/8                                 |
| Minimum Effective Weld Size for Partial Joint Penetration Groove Welds |                                     |
| Based Metal Thickness of Thicker Part Joined, in                       | Minimum Effective Weld Size, in (a) |
| ≤3/4   | 1/4                                 |
| >3/4 to 1 1/2  | 5/16                                |
| >1 1/2 to 2 1/4  | 3/8                                 |
| >2 1/4 to 6  | 1/2                                 |
| >6   | 5/8                                 |

a. Except the effective throat need not exceed the thickness of the thinner part.

- b. **Lifting Methods.** When using lifting lugs, weld them to the upper flange in areas subjected to compression only. Submit the proposed details and design calculations to the Engineer for approval before fabricating. Conduct nondestructive testing on the weldments connecting the lifting lug to the girder, as directed by the Engineer. Note on shop drawings whether lugs will be used to lift one piece only or to lift assemblies of two or more pieces.

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Immediately after erecting the steel girder, remove lifting lugs by cutting and grind the area smooth.

Provide lifting devices with adequate softeners to prevent damage. If hooks are used for lifting, provide sufficient jaw and throat width to prevent damage. Provide spreader beams or multiple cranes for lifting plates and long slender members to prevent overstress and distortion.

3. **Straightening.** Straighten material according to the tolerances in AWS D1.5 *Bridge Welding Code*, Section 3.5, before laying out or working the material. Obtain the Engineer's approval for the straightening methods. Kinks or bends may be cause for rejection.

Straighten flanges joined by butt welds before fitting to the webs. Remove distortion due to welding or handling by applying heat over the full width of the flange. Do not exceed 1200 °F and cool slowly. Complete all straightening before testing according to subsection 707.03.C.9.

4. **Cambering, Camber Adjustment, and Horizontal Curvature.** Accomplish cambering, camber adjustment, and horizontal curvature by heat. Cut camber for girders into the web and make adjustments by heat after completing flange to web welding. Heat steel according to the V-type method of Division II, Straightening Material and Curving Rolled Beams and Welded Girders, of AASHTO *Standard Specifications for Highway Bridges*. Provide dimensional tolerances according to AWS D1.5, *Bridge Welding Code*, Section 3.5.

Maintain temperature according to subsection 707.03.C.3 using temperature monitoring devices.

Measure the camber of each member, in the shop in the presence of the Inspector, as a condition for approval for shipment.

5. **Cutting and Planing.** Plane  $\frac{1}{4}$  inch of metal from sheared edges of steel exceeding  $\frac{3}{8}$  inch in thickness and alloy steel exceeding  $\frac{1}{2}$  inch in thickness. Fillet a  $\frac{3}{4}$ -inch radius on re-entrant angles.

When flame cutting flange and web plates, cut both edges simultaneously.

Transfer heat numbers, at the time of cutting, to all pieces of primary member material cut from large plates. Mark with white paint that will last through fabrication.



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**6. Splices and Connections.**

- a. **Shop Splices.** The fabricator may splice girder web plates, unless prohibited in the contract documents.

Splice flange plates only in girders more than 50 feet in length.

One splice per cover plate is permitted, when approved by the Engineer.

Secure the Engineer's approval for the location of the optional web and flange splice.

- b. **Holes for High Strength Bolts.** Punching holes is limited to AASHTO M 270 Grade 36 steel not greater than  $\frac{3}{4}$  inch thick or high-strength steel not greater than  $\frac{5}{8}$  inch thick. Provide a die with a diameter that does not exceed the diameter of the punch by more than  $\frac{1}{16}$  inch for punching full-size. Provide a die that does not exceed the diameter of the punch by more than  $\frac{3}{32}$  inch for sub-punching.

Sub-drill or sub-punch holes for primary member splices two sizes undersize and ream full size. Drilling holes full size is permitted while working on the splice if all material is assembled in the manner in which it will be used in the final joint assembly. When drilling assembled splices, pre-drilling one plate full-size for use as a template is acceptable.

Drilling holes full size with computer numerically controlled (CNC) equipment is permitted.

Match mark all joints which have been reamed or drilled with the parts assembled. Partially assemble joints with plates attached to the joint so that erecting crews are not likely to misplace, interchange or reverse parts of the joint. Match marking by low stress stamping in one location only. Show the match marking scheme on the shop drawings and obtain the Engineer's approval for the location of the mark.

For primary members, load carrying diaphragms and load carrying cross-frame connections, make finished holes  $\frac{1}{16}$  inch larger than the nominal diameters of the bolts required. Finished holes must be clean cut without torn, ragged, burred or crimped edges. Make finished holes in other diaphragms and cross-frames

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up to  $\frac{3}{16}$  inch larger than the nominal bolt diameter. Do not use welding to fill or repair misplaced drilled or punched holes.

- c. **Assembly.** Assemble the field connections of primary members in the shop and ream their sub-size holes to the specified size. Assemble by full truss or girder assembly methods unless otherwise specified.

**Full Truss or Girder Assembly.** Assemble all members of each truss, arch rib, bent, tower face, continuous beam line, plate girder or rigid frame at one time.

**Progressive Truss or Girder Assembly.** Assemble for each truss, arch rib, bent, tower face, continuous beam line, plate girder, or rigid frame, at least three consecutive shop sections or all members in at least three consecutive panels. However, assemble not less than the number of panels associated with three consecutive chord lengths (i.e., length between field splices) and not less than 150 feet for structures longer than 150 feet. Maintain the assembled length by adding at least one shop section or panel or as many panels as are associated with a chord length at the advancing end of the assembly before removing a member from the rearward end.

**Full Chord Assembly.** Assemble, with geometric angles at the joints, the full length of each chord of each truss or open spandrel arch, or each leg of each bent or tower. Ream the field connection holes while the members are assembled. Ream the web member connections to steel templates set at geometric (not cambered) angular relation to the chord lines. Ream field connection holes in web members to steel templates. Mill or scribe at least one end of each web member normal to the longitudinal axis of the member. Position the templates at both ends of the member from one milled end or scribed line.

**Progressive Chord Assembly.** Assemble consecutive chord members as specified for full chord assembly and in number and length specified for progressive truss or girder assembly.

**Special Complete Structure Assembly.** Assemble the entire structure, including the floor system.

The Engineer will approve each assembly, including camber, alignment, accuracy of holes and fit of milled joints, before ream-



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ing. Maintain a maximum gap of  $\frac{3}{8}$  inch between girder ends at bolted field splices.

Furnish a camber diagram to the Engineer showing the camber at each panel point of each truss, arch rib, continuous beam line, plate girder or rigid frame. Show the camber measured in assembly on the camber diagram when the shop assembly is full truss or girder assembly or special complete structure assembly. With other methods of shop assembly, show calculated camber on the camber diagram.

Use bolts for assembly that are the same diameter as the bolts required for erection and use pins for assembly that are the same diameter as the hole and of sufficient number to assure accuracy.

Drifting done while assembling field connections must not enlarge holes or distort metal. Ream under size holes to admit bolts. Do not move the assemblies during the drilling of a joint nor disassemble until all drilling or reaming is complete and the Inspector has approved the holes and markings.

Tack welding temporary fitting aids during fabrication must be approved by the Engineer. Do not tack weld fitting aids to the flange.

7. **High Strength Steel Bolts.** Where high strength steel bolts are specified for connections, furnish heavy hexagon structural bolts. Furnish heavy, semifinished, hexagon nuts with one circular washer provided for each bolt. Lubricate galvanized nuts with a lubricant containing a visible dye. Supply two washers where oversize holes are permitted, one under each element. Supply 5 percent more high strength steel bolts of each size and length than required.
8. **Welding.** Shop welders, welding operators, welding equipment, and welding procedures must be qualified according to according to AWS D1.5, *Bridge Welding Code*, as modified in these specifications or by contract documents.

Make test welds under the supervision of a representative of the Department. Weld tests by other agencies are not acceptable.

Shop welder and welding operator qualifications will remain in effect for three years unless the welder or welding operator is not engaged in a given process of welding for three months or more, or unless a specific reason exists to question the welder's ability. The Engi-

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neer may require a confirming qualification test during the progress of the work. Welders and welding operators who have qualified on Grade 50 high-strength steel will be considered as qualified to weld Grade 36 steel provided the shop has qualified the procedure as required above.

9. **Nondestructive Testing of Welds.** Nondestructive testing of welds is required. The fabricator must provide labor, equipment, and materials for making inspections. The Engineer will determine the adequacy of the equipment, materials, and procedures. The Engineer will witness this testing.

Make required identification marks on butt welds for radiographic purposes with paint. Do not stencil or punch mark.

Only technicians approved by the Department may perform ultrasonic testing.

- a. **Scope of Examination of Groove Welds.** Use radiographic test methods according to AWS D1.5, *Bridge Welding Code*. Use ultrasonic test methods for the examination of full penetration corner joints and T-joints where radiographic testing is not possible. Where ultrasonic testing is permitted use only glycerine as the coupling agent. Test butt welds or other full penetration welds in primary members as follows.

- 100 percent of all flange splices.
- 100 percent of all splices subject to reversal of stress.
- 12 inches, but not less than  $\frac{1}{3}$  the length of all web splices beginning at the point of maximum tension, plus 12 inches of the web splice beginning at the compression end. (This includes splices connecting pin plates to webs.)
- 25 percent of compression and shear splices in built-up members.
- 25 percent of flange to web connections of box girders unless otherwise specified on the plans.
- 100 percent of all similar welds in a member subject to partial examination when a rejectable defect is found in any weld of that member.
- 100 percent of all butt weld repairs requiring removal and replacement of weld defects.

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- 100 percent of all plug and slot welds will be ultrasonically tested.

For thickness transition joints, place radiographic film on either side of the joint, properly position the pack, and use appropriately tapered edge blocks. When substandard image results from film placed on the transition side, move the film to the planar side.

Submit a proposed procedure for ultrasonic testing of corner joints or those using backup bars for approval by the Engineer.

Complete radiographic or ultrasonic tests on groove welds and obtain written approval before assembling and welding the flange plates and web plates to form the girders.

Check full penetration butt weldments on both ends for surface defects using dye penetrant inspection, according to ASTM E 165. This inspection is mandatory for weldments that are inspected by either radiography or ultrasonic testing.

Use extension blocks to extend all radiographic film at least 1 inch beyond the edges of the part being radiographed.

When using ultrasonic testing, perform radiography on one weld out of every four. The Engineer may waive this requirement when a high level of competence is demonstrated and maintained.

- b. **Scope of Examination of Fillet Welds.** Magnetic particle testing of fillet welds is required. Perform magnetic particle testing according to ASTM E 709, using the yoke or aluminum prod method. Use half-wave rectified alternating current (direct current) for magnetic particle testing.

Test all fillet welds, including the welds connecting the bearing and intermediate stiffeners to the tension flanges of girders and all sole plates welded to the girders, by the magnetic particle process. Do not test fillet welds connecting intermediate stiffeners to the girder web, assemblies of diaphragms, sway bracing and other secondary members. Test stiffener end to tension flange welds over their entire length. Test other fillet welds on at least 10 percent of the length of every weld, but not less than 10 inches, for each size of fillet welds. Include all primary members such as girders; floor beams; stringers; truss members including the end connections; and bearing blocks and assemblies

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including their attachment to members. Locate the tests randomly in the members to be typical for each size of weld. If unacceptable defects are found in any test length of weld, test the full length of the weld, or 5 feet on either side of the tested length, whichever is less.

- c. **Weld Condition.** Clean all paint, scale, grease, etc. from welded edges and surfaces. Grind all flange welds flush on aligned sides and merge smoothly on transition sides.

Keep areas where automatic and semi-automatic welding are performed at 40 °F or more for at least one hour before work begins. Maintain this temperature during the work.

Grind web, shear or pin plate splices only when radiography testing is conducted. Grind slightly more than the length of film used on the film side of the web only and merge smoothly where ended. Grind fascia beams on the inside of the girder only.

Grind surfaces to a surface roughness rating of 125 microinches per inch root mean square (rms). Remove all loose mill scale on all sides of joints being ultrasonically tested for a distance that permits one bounce of the ultrasound with a 70-degree transducer. Remove all glycerine with a proper solvent before further welding or blast cleaning the steel.

- d. **Defective Welds.** Repair and replace welds that have rejectable defects documented by Contractor personnel or by Department personnel regardless of the method of testing. Make repairs regardless of whether other methods of testing may not have found the weld to be unsound. Submit all repair procedures in writing and obtain the Engineer's approval for the method of repair of weld defects prior to beginning repairs.

Repair, or remove and replace welds according to AWS Code. Retest repaired or replaced welds, including 3 inches minimum on all sides of the repair, by the applicable non-destructive testing method.

Remove and replace the entire weld if the second repair attempt is not successful. The Engineer may reject the entire piece if defects or repairs to defects are excessive or the same defect is repaired more than twice.



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10. **Fit of Stiffeners.** Remove and correct stiffeners that show evidence of being under compressive stress after fitting is completed, such as waviness along the length of the stiffener, before final welding.
11. **Pins and Link Plates.** The diameter of the pins shown on the contract drawings is nominal diameter. The fabricator may establish the exact diameter of the pin, show it on the shop drawings within +0 and  $-\frac{1}{32}$  inch of the nominal diameter and then fabricate the pin to within  $\pm 0.005$  inch.

Use stainless steel hanger pins. Finish the surface to less than 16 microinches per inch rms on the bearing surface and less than 125 microinches per inch rms on the ends.

Finish the surface on link plates to less than 125 microinches per inch rms on all cut edges and bored holes.

Orient the longitudinal axis of the link plates and pins in the direction of rolling or forging of the plates or bars.

Do not weld on pins or link plates. Finish pin holes smooth, straight, at right angles to the axis of the member and parallel to each other.

Do not exceed  $\frac{1}{32}$  inch variation from the specified distance from outside to outside of adjacent pin holes in tension members, or from inside to inside of adjacent pin holes in compression members. Bore built-up members after welding. Drill or bore link plates in a jig or in assembled pairs.

Drill or bore the pin hole in the web  $\frac{1}{32}$  inch greater than the diameter of the pin with a tolerance of  $\pm 0.005$  inch.

12. **Bushings for Pins and Link Plates.** Prime the inside of the hole in the link plate with an organic zinc-rich primer before installing the bushing. Install the bushing before the primer dries. Install the bushing with an interference fit of 0.001 inch minimum. Provide a clearance of 0.005 to 0.015 inch (inclusive) between the inside diameter of the bushing and the finished diameter of the stainless steel pin.
13. **Bearings and Bearing Surfaces.** Sole plates 3 inches or more in thickness may be built up by welding together plates not less than  $1\frac{1}{2}$  inches thick. Bevel plate edges  $\frac{1}{4}$  inch and weld with a full continuous weld for the full perimeter. Plane the top and bottom



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surfaces of base plates and cap plates of columns and pedestals or, if less than 4 inches thick, flatten by pressing. Parts of members in contact with them must be faced to fit.

Sole plates on beams and plate girders must have full contact with the flanges. Sole plates and masonry plates will be planed, heat straightened, or flattened by pressing. Where planing is required on welded pedestals, complete the welding first. Planing is not required for surfaces that are to bear on elastomeric bearing pads. Planed or bored bearing surfaces must meet the following roughness rating values.

Bridge rockers . . . . . 250 microinches per inch rms

Pin holes and sliding bearings . . . 125 microinches per inch rms

All steel material used for bearings, except the portion welded to beams (sole plates), must be galvanized and the tie coat, intermediate coat, and top coat applied after fabrication of the bearing.

- 14. **Finished Members.** Provide finished members true to line and free from twists, bends, and open joints.

Dull or flatten the corners of exposed edges of all steel by grinding or other approved methods before shop cleaning.

Repair damage caused by improper handling, to the satisfaction of the Engineer.

- 15. **Correction of Errors or Defects.** Obtain the Engineer's approval for the proposed method before correcting errors or defects in the fabricated material. Perform corrections in a timely manner unless the Engineer approves delaying the work until later stages of fabrication.

Obtain written approval from the Engineer before starting corrective work that is paid for by the Department. Keep an accurate record of the labor, equipment, and materials used and present an itemized bill for approval. Correlate records daily with those kept by the Inspector.

- 16. **Galvanizing Structural Steel.** Hot-dip galvanize position dowels and anchor bolts, including nuts and washers, according to AASHTO M 232. Tap oversize galvanized nuts according to ASTM A 563



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and meet Supplementary Requirement S1 of ASTM A 563. Remove excess hot-dip galvanizing on threaded portions by centrifuging or air blasting immediately upon withdrawal; do not flame-chase.

Before galvanizing, prepare all steel components according to SSPC-SP8.

Galvanize all portions of bearings not welded to the beam or girder and other structural members and parts required to be galvanized according to ASTM A 123. Blast clean fabricated components to remove all mill scale and welding slag before galvanizing.

When top coating galvanized surfaces, use the "dry process" during galvanizing. Do not quench galvanized components following galvanizing. Do not apply chromate surface passivation treatments to galvanized components that are to be top coated.

17. **Handling and Storage of Materials.** Store structural materials on platforms, skids or other supports above high water elevation. Keep these materials free from dirt, oil or other contaminants and protect them from corrosion. While in storage, pad structural members at points of contact. Pitch all trough sections to provide drainage. Support long members at frequent intervals to prevent injury from deflection. Handle, store and brace girders and beams in the erected position, unless otherwise authorized, and to avoid harmful distortion.

Protect fasteners from dirt and moisture at the project site. Take only as many fasteners as will be installed and tightened during a work shift from protected storage. Return fasteners not used to protected storage at the end of the shift. Do not clean fasteners of lubricant required to be present in as-delivered condition. Clean, relubricate, and test fasteners for slip-critical connections that accumulate rust or dirt from job site conditions before installation.

Handle structural steel members and parts of primary members with suitable clamps or plate hooks that will not leave nicks, gouges, or depressions. Repair damage to primary members by methods approved by the Engineer. Repair damage consistent with the delivery of structural steel according to ASTM A 6 and Section 3 of AWS D 1.5, *Bridge Welding Code*. Do not use any chains or chokers for handling structural steel unless a protective shield is placed between the chain and the steel. Keep the handling



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stresses on beams and girders to a minimum during transportation, storage, and erection. Employ one-point pickup so the overhang does not exceed the values in Table 707-2. Likewise the distance between hooks for a two-point pickup must not exceed the values in Table 707-2.

**Table 707-2 Rigging Requirements**

| Beam Size                                      | 30 inch WF | 33 inch WF | 36 inch WF | Plate Girders |
|--|------------|------------|------------|---------------|
| Overhang for One-Point or 2-Point Pickup, Max  | 37 feet    | 40 feet    | 42 feet    | 50 feet       |
| Distance Between Hooks for 2-Point Pickup, Max | 74 feet    | 80 feet    | 85 feet    | 100 feet      |

18. **Marking and Shipping.** Furnish to the Department copies of material orders and shipping statements as directed by the Engineer. Show the weights of the individual members on the statements. Mark the weights on the member if more than 6 tons.

Stamping is permitted if low stress stamping equipment is used. If primary members are stamped, it must be before coating, in the top flange cross-sectional area or on the top of the compression flange, within 6 inches of the end. Show the match marking scheme on the shop drawings. Provide markings that are legible after the final coating system is completed.

Using trucks or railcars, load, transport, and unload structural members without excessive stress, deformation or other damage. Place a protective shield between the chain or chain binder and the primary members during shipping to prevent gouging the flange edges or damaging the coating.

Pack bolts of one length and diameter and loose nuts or washers of each size separately. Store and ship pins, small parts and packages of bolts, washers and nuts in clean, moisture proof boxes, crates, kegs or barrels. Limit the gross weight of each package to 300 pounds. Provide a list and description of the contents on the outside of each shipping container.

**D. Erection of Structural Steel.**

1. **Methods and Equipment.** Before starting work, obtain the approval of the Engineer for the proposed equipment and methods of erection. Do not use material intended for use in the finished structure



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for erection or temporary purposes unless such use is provided for on the plans or approved by the Engineer.

The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

2. **Bearings.** Position column bases, truss and girder pedestals, shoes, and bearing plates with a full and uniform bearing on the substructure concrete. Adjust bearing plate and masonry plate locations and rocker positions to compensate for temperature at the time of erection.
3. **Falsework.** Build and remove falsework according to subsections 706.03.B and 706.03.O.
4. **Straightening and Repair of Damaged Material.** Straighten plates, angles, other shapes and built-up members, with permission of the Engineer, without producing cracks or other damage. Straighten distorted members with carefully planned and supervised application of limited localized heat. Do not exceed 1200 °F on the heated area as determined by temperature-indicating crayons, liquids or bimetal thermometers. Do not apply mechanical forces for straightening.

Following straightening, inspect the surface of the metal for evidence of damage. Nondestructive testing will be required as specified by the Engineer.

5. **Assembling Steel.** Assemble the parts according to the plans and shop drawings. Do not damage the steel during erection. Clean bearing surfaces and surfaces to be in permanent contact of rust, loose mill scale, dirt, oil or grease, and all other substances before assembling.

At the time of erection, coat machine finished surfaces with a commercial grade lubricant approved by the Engineer, suitable for bearings. Lubricate pedestal and rocker to sole plate surfaces and all sliding metal on metal bearing surfaces.

Align all parts in splices and field connections before inserting connection bolts. The Engineer may require filling a minimum of 10 percent of each splice connection with temporary bolts to bring the plies of steel tight before installing permanent bolts. Install permanent bolts in the remaining locations of the splice and commence turn-of-nut tightening of the permanent bolts according to subsection 707.03.D.7.c. Remove the temporary bolts and replace with

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permanent bolts. Tighten using turn-of-nut method.

In bolted girder splices, do not expose nuts in fascia girder outer faces or on the bottom faces of lower flanges.

When girders are field spliced in the air, install  $\frac{1}{3}$  of the bolts, evenly distributed over the connecting elements, and snug tighten before releasing lifting devices.

Fully tighten bolts in all spans of continuous girders according to 707.03.D.7.c. before casting deck concrete.

6. **Misfits.** Make necessary corrections and replacements for all misfits, errors and damage. Obtain the Engineer's approval for the method of correction. Do not force structural members into place.

The Engineer will witness the method of correction. All costs associated with replacement or corrective measures will be borne by the Contractor.

7. **Bolted Connections.** Do not exceed a 1:20 slope on surfaces of bolted parts in contact with the bolt head and nut, with respect to a plane perpendicular to the bolt axis. Use a beveled washer to compensate for slope greater than 1:20. Fit bolted parts solidly together and do not separate with compressible material.

When assembled, keep all joint surfaces free of mill scale, burrs, dirt and other foreign material that would prevent the solid seating of parts. Use the same combinations of tested lots of nuts, bolts and washers for field assembly that were tested and approved for use with each other.

- a. **Washers.** Install a hardened washer under the fastener element (nut or bolt head) being turned during tightening. Seat the element to be turned during tightening against a nonsloping surface.

Use a smooth beveled washer where necessary to compensate for slope of the surface of the bolted part with respect to the bolt head or nut.

- b. **Bolt Tension.** Tighten each fastener according to Table 707-3.

Tighten all bolts by the turn-of-nut method according to subsection 707.03.D.7.c. If required because of bolt entering and wrench operation clearances, tighten by turning the bolt while preventing the nut from rotating.



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Provide impact wrenches, if used, of adequate capacity and sufficiently supplied with air to tighten each bolt in approximately ten seconds. Perform verification testing, using a representative sample of not less than three bolt assemblies of each diameter, length and heat or lot. Test at the start of work in a device that can show bolt tension. Demonstrate that the method for estimating the snug tight condition and controlling the turns from snug tight that the bolting crew will use, develops a tension of not less than five percent greater than the tension required by Table 707-3. Perform periodic retesting when ordered by the Engineer.

**Table 707-3 Minimum Bolt Tension for ASTM A 325 Bolts**

| Bolt Size,<br>in | Minimum Bolt Tension, (a)<br>lb |
|------------------|---------------------------------|
| 1/2              | 12,050                          |
| 5/8              | 19,200                          |
| 3/4              | 28,400                          |
| 7/8              | 39,250                          |
| 1                | 51,500                          |
| 1 1/8            | 56,450                          |
| 1 1/4            | 71,700                          |
| 1 3/8            | 85,450                          |
| 1 1/2            | 104,000                         |

a. Equal to 70% of specified minimum tensile strength of bolts.

c. **Turn-of-Nut Tightening.** Bring enough bolts to a snug tight condition to ensure that the parts of the joint are in full contact. Snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a person using an ordinary spud wrench.

Place bolts in all remaining holes in the connection and bring to snug tightness. Mark all bolts to reference the rotation required for tightening. Tighten all bolts in the joint by rotating the nut according to Table 707-4. Tighten systematically from the most rigid part of the joint to its free edges. The part not turned by the wrench must not rotate during this operation.

Do not reuse ASTM A 325 bolts. Resnugging previously tightened bolts that may have been loosened by the tightening of adjacent bolts will not be considered reuse.



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Table 707-4 Nut Rotation from Snug Tight Condition (a)

| Bolt Length (b)    | Disposition of Outer Faces of Bolted Parts                                 |                              |                         |
|--------------------|--|------------------------------|-------------------------|
|                    | Two Normal (c)   | One Normal One Sloped (c)(d) | Two Sloped Faces (c)(d) |
| Up to and incl. 4D | 120°<br>-0°, +30°  | 180°<br>-0°, +30°            | 240°<br>-0°, +45°       |
| Over 4D to 8D      | 180°<br>-0°, +30°  | 240°<br>-0°, +45°            | 300°<br>-0°, +45°       |
| Over 8D to 12D     | 240°<br>-0°, +45°  | 300°<br>-0°, +45°            | 360°<br>-0°, +45°       |
| Over 12D           | No data; determine required rotation by tests simulating actual conditions |                              |                         |

a. Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned.  
 b. Measured from underside of head to extreme end of point. D is nominal bolt diameter.  
 c. Relative to bolt axis.  
 d. Sloped face not more than 1:20; no bevel washer.

d. **Inspection.** The Engineer will determine if the requirements for bolt tension are met. Provide the Engineer with the opportunity to witness the bolt snugging, marking for final rotation, and tightening.

8. **Field Welding.** Do not field weld unless shown on the plans or approved by the Engineer. Perform field welding and nondestructive testing according to AWS D1.5, *Bridge Welding Code*.

Perform all structural field welding by the shielded metal arc welding (SMAW) process using E7018 electrodes. Gas metal arc welding (GMAW) or other gas shielded processes are prohibited. The Engineer may approve submerged arc welding (SAW) and flux cored arc welding (FCAW) for field welding.

a. **Qualification.**

**Welder Qualification.** Field welders must be tested. The Engineer will witness testing. Welder tests by other agencies are not acceptable. As a minimum, welder qualification tests will be performed according to AWS D1.5, Part B, Section 5, in the same position required for field welding as determined by the Engineer. Field welder qualification will remain in effect for two years unless the welder is not engaged in welding for three months or more, or unless a specific reason exists to question the welder's ability.



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**Procedure Qualification.** Do not perform field welding until written welding procedures have been prepared and established by tests. Perform the weld procedure tests in the same position and joint configuration required for the field welding (e.g., 3F and 4F for fillet welding and 3G and 4G for groove welding). The Engineer will approve the written welding procedures after successful testing of the welds is completed. Test according to AWS D1.5, Section 5. Perform tests on steel plate material the same type as that to be welded, and provide mill certification.

- b. **Welding Requirements.** Blast clean or grind the contact surfaces, joints and surrounding area before field welding. Remove loose mill scale, paint, galvanizing, grease, oil, rust, moisture, and other contaminants from the base metal before welding. Grind joints to be field welded to remove pitting and irregularities. Prepare joints and remove all foreign material according to AWS D1.5, Section 3.

Bring the parts into as close contact as practicable. If the separation between parts is greater than  $\frac{1}{16}$  inch, increase the legs of the fillet weld by the amount of the separation. Do not weld when the separation between parts exceeds  $\frac{3}{16}$  inch.

Smoothly transition weld profiles by grinding where stop-start areas or other irregularities occur.

Do not perform field welding when the ambient air temperature is below 40 °F or during periods of precipitation, unless heating and housing the area as approved by the Engineer.

Dry all electrodes in an oven at a minimum of 500 °F for a minimum of two hours before use. Store the electrodes at a minimum of 250 °F after drying. Use electrodes within two hours of exposure to the atmosphere or redry as described above. Do not redry electrodes more than once. Do not use electrodes that have been wet.

Preheat all surfaces to be welded 3 inches in all directions from the weld. Preheat all surfaces before welding to a minimum of 250 °F for base metal up to 1½ inches thick. For base metal exceeding 1½ inches thick up to 2½ inches thick, preheat to a minimum of 300 °F. If welding is done on a plate exceeding 2½ inches thick, preheat to a minimum of 400 °F.

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- c. **Inspection.** The Engineer will visually inspect and accept weld profiles meeting AWS D1.5, Section 3.6, and free of defects according to Section 6.26 (i.e., cracks, lack of fusion, overlap, craters, porosity or undercut). The Contractor is responsible for nondestructive testing of field welds.

Blast clean or grind welds before conducting nondestructive testing. Use liquid dye penetrant or magnetic particle testing for fillet and partial penetration butt welds. Use ultrasonic testing for complete penetration butt welds, plug welds and slot welds.

Perform nondestructive testing according to subsection 707.03.C.9 and AWS D1.5. The Engineer will determine the frequency, location and type of nondestructive testing.

Personnel qualified as Level II or Level III according to the American Society for Nondestructive Testing (ASNT), Recommended Practice No. SNT-TC-1A must perform all tests. Testing personnel must provide proper certifications to the Engineer before doing the work. The Engineer will witness nondestructive testing.

Repair welds that are cracked or determined to be unacceptable by the Engineer. Repair welds according to AWS D1.5, Section 3.7. Inspect and test all repaired welds before acceptance as outlined above. All costs associated with repair and retesting welds will be at the Contractor's expense.

- d. **Welding Piles or Falsework.** Agencies approved by the Department may perform welder qualification tests for welding piles or falsework. Structural welding or welding repair work will require Department qualification testing.

The field welder must present a certificate stating qualification within the previous two years according to AWS specifications. The Engineer may require a confirming qualification test during the progress of the work.

- e. **Field Welding for Form Supports and Accessories.** The Engineer will only permit welding to primary steel members if no other means are available. Prepare and submit to the Engineer a detailed plan of operations when welding to primary steel members is anticipated. Written approval is required. If permitted, weld to steel beams in compression areas only. Agencies approved by



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the Department may perform welder qualification tests for this welding.

- f. **Shear Developers.** Remove all rust, mill scale, paint, and galvanizing from the base metal at the location of the stud by grinding. Clean the end of the stud. End weld stud shear connectors to steel beams or girders with automatically timed stud welding equipment. Perform and test stud welding according to AWS D1.5, *Bridge Welding Code*.

Repair studs that do not have a full 360-degree fillet weld by adding a 5/16 inch fillet weld to replace the missing weld.

Do not weld when the temperature is below 32 °F or when the surface is wet or exposed to rain or snow. Do not preheat the top of the beam flange when using automatically timed stud welding equipment.

**707.04 Measurement and Payment.**

| <b>Contract Item (Pay Item)</b>                        | <b>Pay Unit</b> |
|--|-----------------|
| Structural Steel, Rolled Shape, Furn and Fab . . . . . | Pound           |
| Structural Steel, Rolled Shape, Erect. . . . .         | Pound           |
| Structural Steel, Plate, Furn and Fab. . . . .         | Pound           |
| Structural Steel, Plate, Erect. . . . .                | Pound           |
| Structural Steel, Mixed, Furn and Fab. . . . .         | Pound           |
| Structural Steel, Mixed, Erect . . . . .               | Pound           |
| Bearing, Elastomeric, ___ inch . . . . .               | Square Foot     |
| Shear Developers (Structure No.) . . . . .             | Lump Sum        |
| Bushing . . . . .                                      | Each            |

A. Structural steel will be measured by the computed weight of all metal in the finished structure, excluding filler metal used in welding, as shown on approved shop plans or working drawings. The computed weight will be determined using the following rules and assumptions.

1. Except as otherwise provided, weights of metal are as follows.
 

|                     |                            |
|---------------------|----------------------------|
| Steel . . . . .     | 0.2833 lbs/in <sup>3</sup> |
| Cast Iron . . . . . | 0.26 lbs/in <sup>3</sup>   |
| Bronze . . . . .    | 0.315 lbs/in <sup>3</sup>  |
| Lead . . . . .      | 0.411 lbs/in <sup>3</sup>  |
2. The weights of rolled shapes and of plates incorporated in the finished work will be computed on the basis of their nominal weights

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and dimensions, as shown on the approved shop drawings, deducting for copes, cuts, and all holes except those for high strength bolts.

3. The total calculated weight of bolts, nuts and washers in the finished work will be included in the computed weight of structural steel.
4. The weight of castings will be computed from the dimensions shown on the approved shop drawings with an addition of 10 percent for fillets and overrun.
5. No allowance for galvanizing, optional splices, lifting lugs, shop coating, or excess bolts will be made in the computed weight.
6. The weight of lifting lugs will not be included in the computed weight for structural steel and the cost for furnishing, welding, and removing the lugs will not be measured or paid for separately.

B. Costs for welding and nondestructive testing required for new, retrofitting, repairing, rehabilitation, or replacing structural steel components will be borne by the Contractor. This applies to shop fabrication and field welding

Costs of welding and submittal of qualification specimens, including nondestructive testing of the weld specimens by radiography or ultrasonic testing and confirming test specimens will be borne by the Contractor. The Department will cut, machine and test the specimens without charge, except the cost of testing additional specimens if the first test specimen fails, will be borne by the Contractor.

C. No additional compensation will be allowed for costs incurred in the certification of structural steel plants. Claims by the Contractor for delays and inconvenience attributed to this certification requirement will not be allowed.

**D. General.**

1. Work required to install and remove temporary bolts as directed by the Engineer will be included in the pay item **Structural Steel, (Rolled Shape, Plate, Mixed), Erect**.
2. **Structural Steel, (Rolled Shape, Plate, Mixed), Furn and Fab** will include shop cleaning and coating the steel.



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3. **Bearing, Elastomeric** will be measured by area with no deductions for holes. Payment for **Bearing, Elastomeric** includes steel laminates bonded to the elastomeric bearing.
4. **Shear Developers** will be measured as a unit for each structure. Payment for **Shear Developers** includes furnishing studs, cleaning the surface by grinding, and welding the studs to the girder flanges.
5. Payment for **Bushing** includes priming the inside of the hole in the link plate and for furnishing and installing the bushing.
6. The cost for field drilling will be included in the pay item **Structural Steel, (Rolled Shape, Plate, Mixed), Erect**.
7. When required by subsection 707.03.D, supplying, installing, and removing temporary bolts at splice connections will be considered to be included in the related items of work.



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### Section 906. STRUCTURAL STEEL

**906.01 General Requirements.** Finished rolled shapes must be free from cracks, flaws, injurious seams, laps, blisters, rust pits, ragged and imperfect edges and other imperfections affecting strength and durability. Rolled shapes must have a smooth, uniform finish and must be straightened, if necessary, in the mill before shipment.

Furnish rolled shapes according to the general requirements for delivery of structural steel, ASTM A 6.

Comply with subsection 105.01 Quality and Source of Supply.

**906.02 Testing.** Testing will be as provided in ASTM A 6 and AASHTO T 244 for mechanical testing of steel products, and in the ASTM and AASHTO specification for the material referred to herein.

**906.03 Mill Inspection.** Mill inspection will be waived unless required in the proposal or subsequently deemed necessary by the Engineer. When required, mill inspection in conformance with the provisions of Division 1 and subsections 906.01 and 707.02 will be provided. Provide sufficient notice to the Department of the beginning of rolling so that inspection may be provided. Mill test reports according to subsection 707.02 are required.

**906.04 Structural Steel.** Use steel in highway structures as specified in the contract documents and conforming to the requirements specified herein.

Where impact tests are required, the producer must make and report the impact tests for heat qualification according to the sampling and testing procedures of AASHTO T 243. Use the (H) frequency of heat testing, unless otherwise specified.

The governing thickness for beams, tees, and channels is the average flange thickness. The governing thickness for angles is the specified leg thickness. Test specimens for these sections must be taken at a point one-third the distance from the outer edge of the flange or leg to the web or heel of the section.

The Department may reject any structural steel covered by these requirements which by subsequent impact testing, conducted at the option of the Department, fails to produce the required impact strength.



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**A. AASHTO M 270 Grade 36 Structural Steel.** All primary member material including, but not limited to, rolled beams, cover plates, flange plates, web plates, link bars, end diaphragms and connection plates, intermediate crossframes and connection plates of horizontally curved girders must meet the longitudinal Charpy V-Notch impact test requirement of 15 ft-lb at a test temperature of 40 °F. When designated on the plans, the testing temperature for critical load carrying members will be lowered 30 °F.

**B. High-Strength Structural Steel.** Conform to AASHTO M 270 for Grade 50 or AASHTO M 270 for Grade 50W, Types A, B, or C.

All primary member material including, but not limited to, rolled beams, cover plates, flange plates, web plates, link bars, end diaphragms and connection plates, intermediate crossframes and connection plates of horizontally curved girders and center beams and support bars of modular bridge expansion joints must meet the longitudinal Charpy V-Notch impact requirements as follows:

Steel with a yield point of (65 ksi, 65-75 ksi, 75-85 ksi, or over 85 ksi) at the testing temperature of (40 °F, 25 °F, 10 °F, -5 °F), respectively, must achieve longitudinal Charpy V-Notch impact values of:

1. 15 ft-lb for steel 2 inches thick and all mechanically fastened steel, or
2. 20 ft-lb for steel thicker than 2 inches.

When designated on the plans, the testing temperature for critical load carrying members will be lowered 40 °F.

**906.05 Foundation Piles.** The manufacturer of the steel used in piling must furnish the Department with a certified report showing the physical properties.

Foundation piles must meet the following requirements as applicable for the type of pile required, except that pile cutoffs in good condition and meeting size and thickness requirements will be accepted without mill test reports. In such cases, the Contractor must furnish the Engineer with two copies of an affidavit stating that the material furnished meets the specifications.

**A. Steel H-Piling and Special Sections.** Conform to AASHTO M 270 Grades 36, 50, or 50W.

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**B. Steel Shells for Cast-in-Place Concrete Piles.** Refer to plans for nominal outside diameter and the minimum thickness of metal in the shells. Cylindrical pipe shells must meet the requirements for welded and seamless steel pipe piles of ASTM A 252, Grade 2.

**C. Pile Points.** Conform to the dimensional requirements shown on the plans. Furnish certification that the steel used in the fabrication of the points meets any one of the following specifications: AASHTO M 270 Grades 36, 50, or 50W, SAE Grades 1016 through 1027, or SAE Grade 1030.

**906.06 High-Strength Steel Bolts, Nuts, and Washers for Structural Joints.** Fasteners for structural joints must be high-strength bolts meeting AASHTO M 164, Type 1 bolts, nuts meeting AASHTO M 291 Class 10S or AASHTO M 292 Grade 2H, and washers meeting AASHTO M 293, Type 1 for circular, beveled, clipped circular, and clipped beveled washers.

All bolts, nuts, and washers must be hot-dip galvanized according to AASHTO M 232. Galvanized nuts must be tapped oversize according to AASHTO M 291 and must meet Supplementary Requirements S1, Lubricant and Rotational Capacity Test for Coated Nuts and S2, Lubricant Dye.

**906.07 Pins and Link Plates for Steel Bridge Construction.** Except as modified herein, conform to AASHTO M 270 Grades 50 or 50W for link plates and ASTM A 276 UNS designation S21800 or S20161 annealed stainless steel with 50 ksi yield point for pins.

Longitudinal Charpy V-Notch impact values for both pin and link plate materials in redundant structures must meet the requirements specified for high strength structural steel in subsection 906.04. Use the steel yield point stress value given in the certified mill test report to determine the testing temperature. In order to meet the Charpy V-Notch impact requirements, the steel may need to be heat treated.

Perform notch toughness tests on specimens according to Frequency (P) Piece Testing of AASHTO T 243.

Longitudinal Charpy V-Notch impact values for both pin and link plate materials in non-redundant structures must average 30 ft-lb when tested at the Lowest Anticipated Service Temperature (LAST) specified for the MDOT Region in which the structure is located.



906.08

| Region                           | LAST   |
|----------------------------------|--------|
| Superior                         | -25 °F |
| North                            | -20 °F |
| Grand and Bay                    | -15 °F |
| Southwest, University, and Metro | -10 °F |

**906.08 Shear Developers.** Shear connector studs must be designed for end-welding to steel beams and girders with automatically timed stud welding equipment. The type, size or diameter, and length of stud must be as shown on the plans. Select shear connector studs from the Qualified Products List.

Furnish an arc shield (ferrule) of heat-resistant ceramic or other suitable material with each stud. The material must not be detrimental to the welds or cause excessive slag and must have sufficient strength so as not to crumble or break due to thermal or structural shock before the weld is completed.

Furnish flux for welding with each stud, either attached to the end of the stud or combined with the arc shield for automatic application in the welding operation.

Shear connector studs must conform to the requirements for cold-finished carbon steel of AASHTO M 169, cold-drawn bar, Grades 1015 or 1020, either semi-or fully-killed. If flux-retaining caps are used, the steel for the caps must be cold-rolled, of a low carbon grade suitable for welding, and must conform to ASTM A 109.

Tensile properties as determined by tests of bar stock after drawing or of finished studs must conform to the following minimum requirements:

|                   |                  |
|-------------------|------------------|
| Tensile strength  | 60 ksi           |
| Yield strength    | 50 ksi           |
| Elongation        | 20 % in 2 inches |
| Reduction of area | 50 %             |

Tensile properties will be determined according to the applicable sections of the methods for mechanical testing of steel products in AASHTO T 244. The yield strength will be determined by the 0.2 percent offset method.



**906.08**

Finished studs must be of uniform quality and condition, free from injurious laps, fins, seams, cracks, twists, bends, or other injurious defects. Finish must be as produced by cold drawing, cold rolling, or machining.



**PRICING PAGE**

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE |  |
|------|-----------------------|----------|------|------------|--|
|------|-----------------------|----------|------|------------|--|

001            801-30-74                            250                            EA            \$127.05

**STUBS, SIGN POST, BREAKAWAY**

STUB W8 X 13 X 2.5' AASHTO M 270 GRADE 36  
 STRUCTURAL STEEL STUBS FOR STEEL COLUMN BREAKAWAY SIGN SUPPORTS PER  
 THE ATTACHED MDOT STANDARD PLAN SIGN-220-B AND THE ATTACHED 2003 MDOT  
 STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTIONS 906 STRUCTURAL STEEL  
 AND 707 STRUCTURAL STEEL CONSTRUCTION. MUST BE GALVANIZED  
 IN COMPLIANCE WITH 2003 STANDARD SPECIFICATIONS FOR  
 CONSTRUCTION SECTION 707.02.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE |  |
|------|-----------------------|----------|------|------------|--|
|------|-----------------------|----------|------|------------|--|

002            801-30-49                            250                            EA            \$554.53

**POSTS, SIGN, BREAKAWAY, UPRIGHT**

COLUMN W8 X 13 X 25' AASHTO M 270 GRADE 36  
 STRUCTURAL STEEL STUBS FOR STEEL COLUMN BREAKAWAY SIGN SUPPORTS PER  
 THE ATTACHED MDOT STANDARD PLAN SIGN-220-B AND THE ATTACHED 2003  
 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTIONS 906 STRUCTURAL  
 STEEL AND 707 STRUCTURAL STEEL CONSTRUCTION. MUST BE GALVANIZED  
 IN COMPLIANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR  
 CONSTRUCTION SECTION 707.03.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE |  |
|------|-----------------------|----------|------|------------|--|
|------|-----------------------|----------|------|------------|--|

003            801-30-59                            500                            EA            \$12.44

**PARTS AND ACCESSORIES, SIGN POST (MISC.)**

FUSE PLATE 5" X 4"  
 THE FUSE PLATE SHALL BE FABRICATED PER THE DIMENSIONS FOR COLUMN SIZE  
 W8 X 13 IN MDOT STANDARD PLAN SIGN-220-B AND IN ACCORDANCE WITH THE  
 ATTACHED 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION  
 906 STRUCTURAL STEEL. MUST BE GALVANIZED IN COMPLIANCE WITH THE  
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 707.03.



**PRICING PAGE**

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE    |
|------|-----------------------|----------|------|---------------|
| 004  | 801-30-59             | 500      | EA   | <u>\$2.31</u> |

**PARTS AND ACCESSORIES, SIGN POST (MISC.)**

KEEPER PLATE 12 1/2" X 5"  
 THE KEEPER PLATE SHALL BE FABRICATED FROM 28 GA GALVANIZED STEEL PER THE DIMENSIONS AND SPECIFICATIONS OF THE ATTACHED STANDARD PLAN SIGN-220-B AND THE 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 906 STRUCTURAL STEEL. MUST BE GALVANIZED IN COMPLIANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION 707.03.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE      |
|------|-----------------------|----------|------|-----------------|
| 005  | 801-30-49             | 250      | EA   | <u>\$131.53</u> |

**POSTS, SIGN, BREAKAWAY, UPRIGHT**

COLUMN AND STUB ASSEMBLY  
 FURNISH ENTIRE W8 X 13 X 25' COLUMN AND W8 X 13 X 2.5' STUD ASSEMBLY PER THE REQUIREMENTS OF MDOT STANDARD PLAN SIGN 220-B AND THE 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. ALL PARTS DETAILED IN THE STANDARD PLAN MUST BE SUPPLIED.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE      |
|------|-----------------------|----------|------|-----------------|
| 006  | 801-30-74             | 250      | EA   | <u>\$130.52</u> |

**STUBS, SIGN POST, BREAKAWAY**

STUB W8 X 18 X 2.5'  
 AASHTO M 270 GRADE 36 STRUCTURAL STEEL STUBS FOR STEEL COLUMN BREAKAWAY SIGN SUPPORTS PER THE ATTACHED MDOT STANDARD PLAN SIGN-220-B AND THE ATTACHED 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTIONS 906 STRUCTURAL STEEL AND 707 STRUCTURAL STEEL CONSTRUCTION. MUST BE GALVANIZED IN COMPLIANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION 707.03.



**PRICING PAGE**

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE      |  |
|------|-----------------------|----------|------|-----------------|--|
| 007  | 801-30-49             | 500      | EA   | <u>\$624.10</u> |  |

**POSTS, SIGN, BREAKAWAY, UPRIGHT**

COLUMN W8 X 18 X 25'  
 AASHTO M 270 GRADE 36 STRUCTURAL STEEL COLUMN FOR  
 BREAKAWAY SIGN SUPPORTS PER THE ATTACHED MDOT STANDARD PLAN SIGN-220  
 AND THE ATTACHED 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION  
 SECTIONS 906 STRUCTURAL STEEL AND 707 STRUCTURAL STEEL CONSTRUCTION.  
 MUST BE GALVANIZED IN COMPLIANCE WITH THE 2003 STANDARD SPECIFICATIONS  
 FOR CONSTRUCTION 707.03.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE     |  |
|------|-----------------------|----------|------|----------------|--|
| 008  | 801-30-59             | 500      | EA   | <u>\$16.20</u> |  |

**PARTS AND ACCESSORIES, SIGN POST (MISC.)**

FUSE PLATE 6" X 5 1/4"  
 SHALL BE FABRICATED PER THE DIMENSION FOR COLUMN SIZE W8 X 18 IN MDOT  
 STANDARD PLAN SIGN 220-B AND IN ACCORDANCE WITH THE 2003 MDOT  
 STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 906 STRUCTURAL  
 STEEL. MUST BE GALVANIZED IN COMPLIANCE WITH THE 2003 STANDARD  
 SPECIFICATIONS FOR CONSTRUCTION.

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE    |  |
|------|-----------------------|----------|------|---------------|--|
| 009  | 801-30-59             | 500      | EA   | <u>\$2.31</u> |  |

**PARTS AND ACCESSORIES, SIGN POST (MISC.)**

KEEPER PLATE 12 1/2" X 5"  
 SHALL BE FABRICATED FROM 28 GA GALVANIZED STEEL PER THE  
 DIMENSIONS AND SPECIFICATIONS OF MDOT STANDARD PLAN SIGN-220-B  
 AND THE 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.



**PRICING PAGE**

| ITEM | COMMODITY/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE      |  |
|------|-----------------------|----------|------|-----------------|--|
| 010  | 801-30-49             | 250      | EA   | <u>\$145.30</u> |  |

**POSTS, SIGN, BREAKAWAY, UPRIGHT**

COLUMN AND STUB ASSEMBLY  
FURNISH ENTIRE W8 X 18 X 25' COLUMN AND W8 X 18 X 2.5' STUD  
ASSEMBLY PER THE REQUIREMENTS OF MDOT STANDARD PLAN SIGN-220-B  
AND THE 2003 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.  
ALL PARTS DETAILED IN THE STANDARD PLAN MUST BE SUPPLIED.