

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 21, 2008

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200364
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Nationwide Fence & Supply Company 53861 Gratiot Ave. Chesterfield, MI 48051 Email: PMacker@Nationwidecos.com	TELEPHONE: Paul Macker (586) 749-6900
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Gene Pline (517) 322-5559 Fence Fabric & Line Posts – Michigan Department of Transportation	
CONTRACT PERIOD: From: August 8, 2006 To: August 8, 2009	
TERMS Net 30 Days	SHIPMENT 21 Days - ARO
F.O.B. Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS \$2000.00	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby INCREASED by \$100,000.00.

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

AUTHORITY/REASON:

Per DMB Purchasing Operations and Administrative Board approval on August 5, 2008.

TOTAL ESTIMATED CONTRACT VALUE: \$249,110.00

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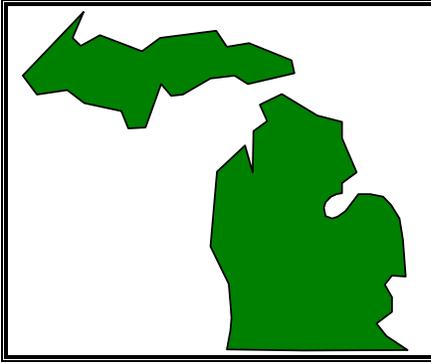
July 21, 2006

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MINIMUM DELIVERY REQUIREMENTS \$2000.00	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of **ITB #07116200221** this Contract Agreement and the vendor's quote dated **June 27, 2006**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$149,110.00**



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. [071B6200364](#)
[Fence Fabric & Line Posts](#)

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

Fence Fabric & Line Posts

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for [fence fabric and line posts](#).

1.003 PROJECT CONTROL

Project Control

- a. Nationwide Fence and Supply Company will carry out this project under the direction and control of the Michigan [Department of Transportation \(MDOT\)](#).
- b. Although there will be continuous liaison with Nationwide Fence and Supply Company team, the client agency's project director will meet [monthly](#) as a minimum, with Nationwide Fence and Supply Company project manager for the purpose of reviewing progress and providing necessary guidance to Nationwide Fence and Supply Company in solving problems that arise.
- c. Nationwide Fence and Supply Company will submit brief written [monthly](#) summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.
- d. Within five (5) working days of the award of this Contract, Nationwide Fence and Supply Company will submit to the [MDOT](#) project director for final approval a work plan, which must include the following:

Nationwide Fence and Supply Company project organizational structure.

- (1) Nationwide Fence and Supply Company staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- (2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

Reports

1.004 COMMENCEMENT OF WORK

Nationwide Fence and Supply Company shall show acceptance of this agreement by signing a copy of this Contract and returning it to the Contract administrator. Nationwide Fence and Supply Company 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**

The specification is located at the end of this Contract.

1.102 RESEARCH AND DEVELOPMENT RESERVED**1.103 QUALITY ASSURANCE PROGRAM RESERVED****1.104 WARRANTY FOR PRODUCTS OR SERVICES**

Nationwide Fence and Supply Company shall pay for all returns due to defective or damaged product. This shall include the warranty associated with the actual product being proposed, and the State have the right to refuse any damaged, late or out dated product as part of the warranty associated with this Contract.

Nationwide Fence and Supply Company will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

1.2 Service Capabilities**1.201 CUSTOMER SERVICE/ORDERING**

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

If mailed, a delivery order or task order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

Contact person: Paul Macker
Phone number: (586) 270-2014
Fax number: (586) 749-6909
Email: Pmacker@Nationwide-Fence.com

1.202 TRAINING RESERVED**1.203 REPORTING**

Nationwide Fence and Supply Company shall generating reports. Nationwide Fence and Supply Company shall 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 RESERVED**1.205 SECURITY**

The resulting Contract may require frequent deliveries to State of Michigan facilities. Bidders shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall 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, bidders shall 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, bidders shall provide the results of all security background checks.



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

The State may decide to also perform a security background check. If so, bidders 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).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

It is requested that all orders be delivered within **21** calendar days after receipt of order.

1.302 MINIMUM ORDER

The minimum order is **\$2,000.00**.

1.303 PACKAGING

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:

- Manufacturers 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 shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration.

If Nationwide Fence and Supply Company fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from Nationwide Fence and Supply Company invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING RESERVED

1.402 QUICK PAYMENT TERMS RESERVED

1.403 PRICE TERM

Prices quoted are the maximum for a period of 365 days from the date the 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, the 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

Vendor agrees to supply all that the state requires

1.6 Other Terms and Conditions Needed for this Contract



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for [fence fabric and line posts](#) for the State of Michigan. Exact quantities to be purchased are unknown, however Nationwide Fence and Supply Company will be required to furnish all such materials and services as may be ordered during the 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 Nationwide Fence and Supply Company by various State Agencies on the Purchase Order Contract Release Form.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if Nationwide Fence and Supply Company and the State agree, additional State agencies may participate should the need develop.

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](#), hereinafter known as [MDOT](#). 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.

Nationwide Fence and Supply Company 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

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 three (3) years and will commence with the issuance of a Contract. This will be approximately [August 8, 2006](#) through [August 8, 2009](#).



Option. The State reserves the right to exercise two 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, the 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 the Contractor within 60 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 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 (CWHSA) 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.

Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and Nationwide Fence and Supply Company is that of client and independent Contractor. No agent, employee, or servant of Nationwide Fence and Supply Company or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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. Nationwide Fence and Supply Company is asked to reference the Purchase Order Number on all invoices for payment.

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

Nationwide Fence and Supply Company and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this 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

Nationwide Fence and Supply Company shall make the following notifications in writing:



1. When Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company shall notify Purchasing Operations within 30 days.
2. Nationwide Fence and Supply Company 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.

Nationwide Fence and Supply Company 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)

2.106 PREVAILING WAGE RESERVED

2.107 PAYROLL AND BASIC RECORDS RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

Nationwide Fence and Supply Company shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

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

Nationwide Fence and Supply Company 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

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and Nationwide Fence and Supply Company after the proposed Contract Agreement has been signed and accepted by both Nationwide Fence and Supply Company and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.



2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to Nationwide Fence and Supply Company when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Nationwide Fence and Supply Company must show verification of measurable progress at the time of requesting progress payments.

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

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is **Mandatory** for all State contractors. Nationwide Fence and Supply Company is hereby notified to 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.

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 Nationwide Fence and Supply Company prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Nationwide Fence and Supply Company (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

Nationwide Fence and Supply Company will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company to replace subcontractors found to be unacceptable. Nationwide Fence and Supply Company is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

Nationwide Fence and Supply Company 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 this 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, Nationwide Fence and Supply Company may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operations.

Nationwide Fence and Supply Company 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.

Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company of any representation or warranty made by Nationwide Fence and Supply Company in this 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company, 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 Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company opinion be likely to become the subject of a claim of infringement, Nationwide Fence and Supply Company shall at Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company, (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 Nationwide Fence and Supply Company, (iii) accept its return by the State with appropriate credits to the State against Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Nationwide Fence and Supply Company 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 notwithstanding the expiration or early termination of this 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 Nationwide Fence and Supply Company of such claim in writing and take or assist Nationwide Fence and Supply Company in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Nationwide Fence and Supply Company. No failure to so notify Nationwide Fence and Supply Company shall relieve Nationwide Fence and Supply Company of its indemnification obligations except to the extent that Nationwide Fence and Supply Company can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Nationwide Fence and Supply Company shall notify the State in writing whether Nationwide Fence and Supply Company agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Nationwide Fence and Supply Company of a claim and prior to the State receiving Nationwide Fence and Supply Company Notice of Election, the State shall be entitled to defend against the claim, at Nationwide Fence and Supply Company expense, and Nationwide Fence and Supply Company will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.



- (b) If Nationwide Fence and Supply Company 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) Nationwide Fence and Supply Company shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Nationwide Fence and Supply Company financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company given within ten (10) days after the State's receipt of Nationwide Fence and Supply Company information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Nationwide Fence and Supply Company has failed to demonstrate to the reasonable satisfaction of the State Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Nationwide Fence and Supply Company shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company must provide for up to *ninety (90)* 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 Nationwide Fence and Supply Company for any resources utilized in performing such transition assistance at the most current rates provided by this 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 Nationwide Fence and Supply Company website, even if Nationwide Fence and Supply Company 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 this 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:

Gene Pline
Michigan Department of Transportation
Central Warehouse
7575 Crowser Dr.
PlineG2@michigan.gov (517) 322-5841

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the MDOT may review with Nationwide Fence and Supply Company their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company 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, this Contract may be canceled for default. Delivery by Nationwide Fence and Supply Company 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.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Nationwide Fence and Supply Company agrees that the State may, upon 24-hour notice, perform an audit at Nationwide Fence and Supply Company location(s) to determine if Nationwide Fence and Supply Company is complying with the requirements of this Contract. Nationwide Fence and Supply Company agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

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 Nationwide Fence and Supply Company 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, Nationwide Fence and Supply Company 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. Nationwide Fence and Supply Company shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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

This Contract will contain customary representations and warranties by Nationwide Fence and Supply Company, including, without limitation, the following:

1. Nationwide Fence and Supply Company will perform all services in accordance with high professional standards in the industry;
2. Nationwide Fence and Supply Company will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Nationwide Fence and Supply Company will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Nationwide Fence and Supply Company will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Nationwide Fence and Supply Company will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. Nationwide Fence and Supply Company will perform the services in a manner that complies with all applicable laws and regulations;
7. Nationwide Fence and Supply Company has duly authorized the execution, delivery and performance of the Contract;
8. Nationwide Fence and Supply Company is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. 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.
10. This contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
11. Nationwide Fence and Supply Company is qualified and registered to transact business in all locations where required.
12. Neither Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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. Nationwide Fence and Supply Company shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
13. All financial statements, reports, and other information furnished by Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company. 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

The State reserves the right to approve Nationwide Fence and Supply Company assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

Nationwide Fence and Supply Company shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of Nationwide Fence and Supply Company obligations under this Contract. Nationwide Fence and Supply Company agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of Nationwide Fence and Supply Company including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

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 Nationwide Fence and Supply Company breaches Sections 2.508, 2.509, or 2.510, 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 Nationwide Fence and Supply Company, the State shall provide Nationwide Fence and Supply Company 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 this 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 this 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 the 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 Nationwide Fence and Supply Company. Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company which are caused by acts or omissions of its subcontractors will not relieve Nationwide Fence and Supply Company of its obligations under this Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and Nationwide Fence and Supply Company 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 the Contractor. In the event that Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company, 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, Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company 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 this Contract for its convenience, in whole or in part, by giving Nationwide Fence and Supply Company 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. Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company. The State shall give Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company, an officer of Nationwide Fence and Supply Company, or an owner of a 25% or greater share of Nationwide Fence and Supply Company, 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 Nationwide Fence and Supply Company 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 Nationwide Fence and Supply Company or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Nationwide Fence and Supply Company shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Nationwide Fence and Supply Company possession, (c) return all materials and property provided directly or indirectly to Nationwide Fence and Supply Company by any entity, agent or employee of the State, (d) in the event that Nationwide Fence and Supply Company maintains title in equipment and software that is intended to be transferred to the State at the termination of this Contract, Nationwide Fence and Supply Company will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Nationwide Fence and Supply Company for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Nationwide Fence and Supply Company adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.



- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Nationwide Fence and Supply Company for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Nationwide Fence and Supply Company pursuant to this Contract shall, at the option of the State, become the State's property, and Nationwide Fence and Supply Company shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Nationwide Fence and Supply Company for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Nationwide Fence and Supply Company the amount of any damages for which Nationwide Fence and Supply Company is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If this Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Nationwide Fence and Supply Company agrees to provide for up to two-hundred seventy (270) calendar days 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. The State shall compensate Nationwide Fence and Supply Company for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If this Contract is terminated by Nationwide Fence and Supply Company under **Section 20**, then Nationwide Fence and Supply Company may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

C. Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event this Contract is terminated, for convenience or cause, or upon expiration, Nationwide Fence and Supply Company agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, Nationwide Fence and Supply Company agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - Nationwide Fence and Supply Company shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. Nationwide Fence and Supply



Company shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of Nationwide Fence and Supply Company subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Nationwide Fence and Supply Company subcontractors.

- (2) Knowledgeable Personnel. Nationwide Fence and Supply Company will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. Nationwide Fence and Supply Company personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - Nationwide Fence and Supply Company agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. Nationwide Fence and Supply Company will also provide any licenses required to perform the Services under this Contract.
- (4) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, Nationwide Fence and Supply Company will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (5) Single Point of Contact. Nationwide Fence and Supply Company will maintain a Single Point of Contact (SPOC) for the State after termination of this Contract until all product and service obligations have expired.

2.703 LIQUIDATED DAMAGES RESERVED

2.704 STOP WORK RESERVED

2.705 SUSPENSION OF WORK

The Contract Administrator may order Nationwide Fence and Supply Company, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that this Contract Administrator determines appropriate for the convenience of the Government.

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 Nationwide Fence and Supply Company, 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 Nationwide Fence and Supply Company 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 this 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 Nationwide Fence and Supply Company 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

Contractor 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 the contractor'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.

Nationwide Fence and Supply Company 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.

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) Directing acceleration in the performance of the work.
- (a) 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 the Contractor gives the Contract Administrator written notice stating:
- (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) 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 the Contractor to an equitable adjustment.

2.806 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

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 this Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS 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 Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, 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 Acquisition Services 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.



Section 907. FENCING MATERIALS

907.01 General Requirements. Materials for use in fencing property, right-of-way and other installations must comply with this section.

907.02 Testing. Material testing will be according to applicable AASHTO, ASTM or Department methods as specified.

All designated weights include the weight of the required coating, unless otherwise specified.

Zinc coating at a rate of 1 ounce per square foot of surface area corresponds to a coating thickness of approximately 1.7 mils.

907.03 Woven Wire Fence.

A. **Fabric.** Supply zinc coated or aluminum coated steel woven wire fabric.

1. **Zinc coated.** Conform to ASTM A 116, Design No. 1047-6-11, Grade 60, Class 1 zinc coating.

2. **Aluminum coated.** Conform to ASTM A 584, Design No. 1047-6-11.

B. **Barbed Wire.** Use standard grade zinc or aluminum coated steel barbed wire composed of two strands of wire with 4-point round barbs. Barbed wire used with chain link fence must be chain link fence grade.

1. **Aluminum coated.** Conform to ASTM A 585, Type I for aluminum coated steel barbed wire with aluminum coated barbs

2. **Zinc coated.** Conform to ASTM A 121 and the following.

If the direction of the twisting of the strand wires alternates between left and right, there must be no significant untwisting of the strand wires under a tensile force 950 pounds for $12\frac{1}{2}$ gage wire, 850 pounds for $13\frac{1}{2}$ gage wire, or 750 pounds for $15\frac{1}{2}$ gage wire.

Class of coating required for the 3 sizes of zinc-coated steel wire is as follows: Class 1 for $12\frac{1}{2}$ gage, and Class 3 for $13\frac{1}{2}$ and $15\frac{1}{2}$ gage.

C. **Smooth Line Wire.** Use No. 9 gage coated steel wire meeting Class 1 zinc-coated wire of ASTM A 116, Grade 60 or aluminum-coated wire meeting ASTM A 584.

D. **Steel Posts.** Galvanize all steel fence posts, braces, and fittings according to ASTM A 123. Apply all coating after fabrication. The weight of the zinc coating, specified as a function of metal thickness in ASTM A 123, is modified as follows:

The weight of zinc coating per square foot of surface on posts and braces must average not less than 2.00 ounces and no individual specimen must show less than 1.80 ounces of zinc coating per square foot, regardless



of metal thickness. The weights specified below for posts and braces include the zinc coating except that any weight of galvanizing over 4.00 ounces per square foot of surface will be deducted from the weight of the post. An alternate zinc/clear coat system will be allowed for pipe sections only, as follows. Exterior surface: 0.90 ounce per square foot of zinc coating followed by a clear acrylic coating having a minimum thickness of 0.30 mil. Interior surface: either 0.35 ounce per square foot of zinc coating, or 0.30 mil zinc-rich organic coating having a minimum zinc powder loading of 91 percent by weight. Apply zinc coating according to ASTM A 123. Determine weights and thicknesses of coatings according to AASHTO M 181.

1. **Line Posts.** Steel for line posts must meet the physical requirements of ASTM A 702, Type A (hot wrought carbon steel, minimum 0.35 percent carbon) or Type B (hot wrought carbon or hot wrought rail steel). Line posts must be 7 feet long, ± 1 inch, and must have a nominal weight of 1.12 pounds per foot with a minimum weight of 1.08 pounds per foot for any individual post, exclusive of anchor plate. The posts must be notched, studded, or have other approved provisions for holding the fabric in place on the post and must be provided with a suitable anchor plate. Each post must be furnished with not less than seven 11-gage galvanized or aluminum coated wire clamps.

2. **End, Corner, Gate, Intersection, and Intermediate Braced Posts.**

End, corner, gate, intersection and intermediate braced posts and the braces must be steel angle sections, steel pipe, or steel tubing. Average weight must be within 10 percent of the specified weight per foot. Angle sections for posts and braces must meet the physical requirements of ASTM A 36 or ASTM A 702, Type A or B.

Furnish posts complete with the necessary fittings and braces.

a. **Posts.** Posts must be 8 feet long, ± 1 inch. Angle sections must be a nominal $2\frac{1}{2}$ by $2\frac{1}{2}$ by $\frac{1}{2}$ inch. Pipe or tubing must be a nominal 2-inch (2.375 inch O.D.) pipe weighing 3.65 pounds per foot.

b. **Braces.** Angle section braces must be nominal $1\frac{3}{4}$ by $1\frac{3}{4}$ by $\frac{1}{4}$ inch (2 by 2 by $\frac{3}{16}$ inch O.D.) weighing 2.72 pounds per foot. Steel pipe braces must be nominal 1 $\frac{1}{2}$ inch (1.900 inch O.D.) weighing 2.72 pounds per foot. Steel tubing braces must be nominal 1.750 inch O.D. weighing 3.13 pounds per foot.

Braces must be of sufficient length to adequately support the posts. Each end or gate posts must be furnished with at least one brace. Corner and intermediate braced posts must have at least two braces. Intersection posts must have three braces.

E. **Wood Posts.** Conform to the requirements for fence posts in subsection 912.08.

F. **Gates.** Conform to the width and height shown on the plans. Furnish each gate complete with approved hinges, latches and auxiliary braces to prevent sagging. All joints must be welded or otherwise fitted to form a rigid and watertight frame. Use woven wire meeting the requirements in subsection 907.03.A to fill gate frames.



PRICING

Item	Commodity/Description	Quantity	Units	Unit Price	Total Price
001	330-13-58-5204 Posts, fence, Industrial, Steel	6,000	EA	<u>\$7.56</u>	<u>\$45,360.00</u>

LINE POST, T, 7 FT., 1.33 LB./FT

LINE POST T, 1.22 LB/PER FOOT
PER MDOT 2003 STANDARD SPECIFICATION FOR CONSTRUCTION SECTION 907.
FENCING MATERIALS.

(50) POSTS PER BUNDLE

Item	Commodity/Description	Quantity	Units	Unit Price	Total Price
002	330-58-32-110 Fencing, Fabric, Wire	500	RO	<u>\$207.50</u>	<u>\$103,750.00</u>

3 YEAR ESTIMATED TOTAL \$149,110.00

HEIGHT: 4 FEET, RIGHT OF WAY, ZINC COATED STEEL, WOVEN WIRE CONFORMING TO ASTM A 116 DESIGN # 1047-6-11, CLASS 1 ZINC COATING OR ALUMINUM COATED STEEL WOVEN WIRE CONFORMING TO ASTM A 584, DESIGN #1047-6-11. PER ATTACHED MDOT STANDARD SPECIFICATION 907.03. APPROXIMATELY 20 RODS PER ROLL.

FENCING, FABRIC, WIRE, HEIGHT: 4 FOOT, RIGHT OF WAY
PER MDOT 2003 STANDARD SPECIFICATION FOR CONSTRUCTION SECTION 907.
FENCING MATERIALS.

TO BE SHIPPED ON TRUCK WITH REMOVABLE SIDE RACKS AND ON MINIMUM 4" STICKERS FOR UNLOADING WITH A FORKLIFT.

SHIPMENT SHALL BE BANDED.

THE MATERIAL ON THIS ORDER IS TO BE TESTED AND/OR CERTIFIED UPON AWARD. PLEASE CHECK WITH MDOT CONSTRUCTION AND TECHNOLOGY DIVISION AT (517) 322-5665.

FORTY-EIGHT (48) HOURS NOTICE REQUIRED PRIOR TO DELIVERY TO BE PALLETIZED.