

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Purchasing Unit
425 W. Ottawa
Lansing, Michigan 48933

CONTRACT NO. 591B6600146
Between
THE DEPARTMENT OF TRANSPORTATION
And

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Spartan Fence 10808 South Bennett Drive Morrice, MI 48857 Email: spartanfence@onemain.com | TELEPHONE (517) 625-1611 Contact: Phillip Milliken |
| Fence Fabric and Line Posts-Michigan Department of Transportation | |
| CONTRACT PERIOD: From: April 5, 2016 To: April 4, 2019 | |
| TERMS <div style="display: flex; justify-content: space-around;"> Net 45 days 2, 1 Year Options </div> | |
| MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract, including any applicable information from the vendor's proposal to RFP-059116B0006677 dated 1/14/2016 are attached. 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.</p> <p>Est. Contract Value: \$33,100.00</p> | |

FOR THE VENDOR:

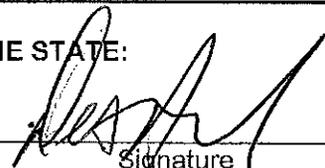
Spartan Fence.
 Firm Name


 Authorized Agent Signature

PHILIP MILLIKIN
 Authorized Agent (Print or Type)

5-30-16
 Date

FOR THE STATE:


 Signature

Demetrius A. Parker, P.E.
 Name
 Administrator, Michigan Department of
 Transportation

 Title

4-01-16
 Date

STATE OF MICHIGAN

Contract No. 591B6600171
Fence Fabric and Line Posts

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

This Contract is for Fence Fabric and Line Posts for the State of Michigan, Department of Transportation (MDOT). Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this contract period. Quantities specified, if any, are estimates based on prior purchases and the State is not obligated to purchase in these or any other quantities.

SCOPE

Contractor will provide Fence Fabric and Line Posts for MDOT consistent with the general requirements in Section 1.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

All commodities to be furnished hereunder shall conform to the specifications as noted in Exhibit C Pricing and Product Description Sheet of this Contract.

1.2. Warranties

12 Month- Call 517-625-1611. Email picture of items warranty replacement is being requested on to spartanfence@onemain.com

The State reserves the right to require additional warranties.

1.3. Reserved

1.4. Reserved

1.5. Reserved

2. Service Levels

2.1. Time Frames

All Contract Activities must be delivered within 30 calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

2.2. Delivery

Delivery will be expected within 30 calendar days upon date of order. Delivery will be made at:

7575 Crowner Dr.
Lansing, MI 48909

2.3. Reserved

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Reserved

2.8. Meetings

The State may request meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint a Product Representative) individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14] calendar days before removing or assigning a new Contractor Representative.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Reserved

3.6. Reserved

3.7. Disclosure of Subcontractors

There will not be any Subcontractors used for this Contract.

3.8. Reserved

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Contract.

If the Contractor will be using a supplier, the Contractor should secure a multi-year pricing agreement from their supplier

4.2. Reserved

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a State Issued Purchase Order which must be approved by the Program Manager to order any deliverables under the Contract.

5.2 Order Verification

The Contractor must have internal controls, approved by MDOT to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs

The Contractor arranges for delivery of orders in-house.

6.2. Packaging and Palletizing

Posts to be shipped on truck with removable side racks and on minimum 4" stickers for unloading with a forklift. Shipment shall be banded. The posts will be steel banded in bundles of 100 each for the 7' posts and bundles of 50 each for the 11', 12', 13', 14', 16', 18', and 20' posts.

The Contractor shall provide packaging that most closely meets these packaging sizes.

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.

Any variance from packaging and palletizing must be agreed upon by the Contractor and the MDOT Program Manager."

7. Acceptance

7.1. Acceptance, Inspection and Testing

The State will accept orders after verifying the quantity, type, and condition of the packaging.

7.2. Reserved

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

Invoices must be submitted to:

Mike Fiero
Michigan Department of Transportation
7575 Crowner Dr.
Lansing, MI 48909

8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

8.3. Procedure

As required by MCL 18.1283, the Contractor must electronically register with the State at www.michigan.gov/cpexpress to receive EFT payments.

9. Reserved

10. Reserved

11. Reserved

12. Additional Requirements

12.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

12.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

12.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

12.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Spartan Fence ("Contractor"). This Contract is effective on April 5, 2016 ("Effective Date"), and unless terminated, expires on April 4, 2019.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.]

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in Exhibit A – Statement of Work (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

| | |
|--|--|
| If to State: Laura Dotson MDOT Purchasing 425 W. Ottawa Lansing, MI 48933 DotsonL2@michigan.gov (517) 373-2134 | If to Contractor: Phillip Milliken 10808 South Bennett Drive Morrice, MI 48857 spartanfence@onemain.com (517) 625-1611 |
|--|--|

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

| State: | Contractor: |
|---|--|
| Laura Dotson MDOT Purchasing 425 W. Ottawa Lansing, MI 48933 Dotsonl2@michigan.gov (517) 373-2134 | Phillip Milliken 10808 South Bennett Drive Morrice, MI 48857 spartanfence@onemain.com (517) 625-1611 |

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

| State: | Contractor: |
|--|--|
| Gene Pline 7575 Crowner Dr. Lansing, MI 48909 PlineG2@michigan.gov 517- 930-7821 | Phillip Milliken 10808 South Bennett Drive Morrice, MI 48857 spartanfence@onemain.com (517) 625-1611 |

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

| Required Limits | Additional Requirements |
|--|---|
| Commercial General Liability Insurance | |
| <u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence | Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. |
| Automobile Liability Insurance | |
| <u>Minimal Limits:</u> \$1,000,000 Per Occurrence | Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage. |
| Employers Liability Insurance | |
| <u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease. | |

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**
8. **Reserved.**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.
17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time.

Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including

all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a

Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved.

31. Reserved

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved

34. Reserved

35. Reserved

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to

Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

STATE OF MICHIGAN

Contract Number: 591B6600171

Fence Fabric and Line Posts

EXHIBIT C PRICING AND PRODUCT DESCRIPTION SHEET

| Item Number | Commodity Number | Description | Estimated Contract Quantities | Units | Unit Price | Extended Price |
|-------------|------------------|--|-------------------------------|-------|------------|----------------|
| 1. | 330-13-58-5204 | Posts, fence, industrial, steel Line Post T, 7 ft., 1.12 lb./ft Per MDOT 2012 Standard Specifications for Construction Section 907 | 1500 | EA | \$7.50 | \$11,250.00 |
| 2. | 330-58-32-110 | Fencing, Fabric, Wire 4' Right of Way Fence, 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 ATSM A | 100 | RL | \$218.50 | \$21,850.00 |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | 584, design #1047-6-11. Per MDOT 2012 Standard Specifications for Construction Section 907. 20 rods per roll | | | | |
| | | | | | | |

Estimated 3 Year Contract Total: \$33,100.00

Quick payment terms: 1 % discount off invoice if paid within 10 days after receipt of invoice.

MDOT S2012 STANDARD SPECIFICATIONS

(See next page for Attachment)

Section 907. FENCING MATERIALS

907.01. General Requirements. Materials for fencing property, right-of-way, and other installations, must meet the requirements of this section.

907.02. Testing. Fencing materials testing will be in accordance with the specified ASTM, AASHTO or Department methods, as modified by this section.

The weights of fencing material include the weight of coating, unless otherwise specified.

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

907.03. Woven Wire Fence.

A. Fabric. Steel woven wire fabric must be zinc coated or aluminum coated.

1. **Zinc Coated.** Zinc coated fabric must meet the requirements of ASTM A 116, Design No. 1047-6-11, for Grade 60, Class 1 zinc coating.
2. **Aluminum Coated.** Aluminum coated fabric must meet the requirements of ASTM A 584, Design No. 1047-6-11.

B. Barbed Wire. Standard grade zinc coated or aluminum coated steel barbed wire must be composed of two strands of wire with four-point round barbs. Provide chain link fence grade barbed wire for use with chain link fence.

1. **Zinc Coated.** Zinc coated barbed wire must meet the requirements of ASTM A 121 and the following:
 - a. If the direction of the strand wire twist alternates between left and right, the strand wires must not untwist under a tensile force of 950 pounds for 12½ gauge wire, 850 pounds for 13½ gauge wire, or 750 pounds for 15½ gauge wire; and
 - b. Class 1 zinc coating is required for 12½ gauge steel wire, and Class 3 zinc coating is required for 13½ gauge wire and 15½ gauge wire.
2. **Aluminum Coated.** Aluminum coated barbed wire must meet the requirements of ASTM A 585, for Type I aluminum coated steel barbed wire with aluminum coated barbs.

907.03

C. **Smooth Line Wire.** Smooth line wire must be No. 9 gauge coated steel wire meeting the requirements of ASTM A 116, for Grade 60, Class 1 zinc-coated smooth line wire or ASTM A 584, for aluminum-coated smooth line wire.

D. **Steel Posts.** After fabrication, galvanize steel fence posts, braces, and fittings in accordance with ASTM A 123 and this subsection.

The weight of zinc coating per square foot of surface on posts and braces must average at least 2.00 ounces and no individual specimen may have less than 1.80 ounces of zinc coating per square foot, regardless of metal thickness. The Department will include the weight of zinc coating in the weights specified for posts and braces, but will deduct the weight of galvanizing greater than 4.00 ounces per square foot of surface from the post weight.

The Department will allow an alternate zinc and clear coat system for pipe sections. The exterior surface of the pipe section must have 0.90 ounce per square foot of zinc coating and a clear acrylic coating at least 0.30 mil thick. The interior surface of the pipe section must have 0.35 ounce per square foot of zinc coating or 0.30 mil zinc-rich organic coating and a zinc powder loading of at least 91 percent by weight.

Zinc coating must be applied in accordance with ASTM A 123. Determine coating weights and thicknesses in accordance with AASHTO M 181.

1. **Line Posts.** Steel for line posts must meet the requirements of ASTM A 702, for Type A or Type B. Line posts must be 7 feet long, ± 1 inch, with a nominal weight of 1.12 pounds per foot. Exclusive of the anchor plate, individual line posts must weigh 1.08 pounds per foot. Posts must be notched, studded, or have other Department-approved means of holding the fabric in place on the post. Provide each post with a Department-approved anchor plate and at least seven 11 gauge galvanized or aluminum coated wire clamps.
2. **End, Corner, Gate, Intersection, and Intermediate Braced Posts.** Steel angle sections, steel pipe, or steel tubing end, corner, gate, intersection, and intermediate braced posts must have an average weight 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, for Type A or Type B.

Provide the required fittings and braces with each post.

- a. **Posts.** End, corner, gate, intersection, and intermediate braced posts must be 8 feet long, ± 1 inch.

Angle sections must be nominal 2½ inch by 2½ inch by ½ inch. Pipe or tubing must be nominal 2-inch, (2.375 inch OD), weighing 3.650 pounds per foot.

- b. **Braces.** Angle section braces must be nominal 1¾ inch by ¼ inch by ¼ inch (2 inch by 2 inch by ¼ inch). Steel pipe braces must be nominal 1½ inch, (1.900 inch OD), weighing 2.72 pounds per foot. Steel tubing braces must be nominal 1.750 inch OD weighing 3.13 pounds per foot.

Braces must be long enough to support the posts. Provide at least one brace with each end post or gate posts. Provide at least two braces with each corner post and each intermediate braced post. Provide at least three braces with each intersection post.

E. Wood Posts. Wood posts must meet the requirements of subsection 912.08.

F. Gates. Provide gates for woven wire fence of the width and height shown on the plans. Provide each gate with Department-approved hinges, latches and auxiliary braces to prevent sagging. Weld or fit to form a rigid and watertight frame. Use woven wire in accordance with subsection 907.03.A to fill gate frames.

907.04. Steel Chain Link Fence.

A. Fabric. Chain link fence fabric must be zinc coated steel fabric meeting the requirements of ASTM A 392, for Class 2 coating, aluminum coated steel fabric meeting the requirements of ASTM A 491, or polymer coated steel fabric meeting the requirements of ASTM F 668, as modified by this subsection.

Galvanize zinc coated fabric after weaving.

Polymer coated steel chain link fence fabric must meet ASTM F 668, Class 2a except that the steel core wire may be either hot-dipped zinc coated (galvanized) or aluminum coated (aluminized) prior to polymer coating. Both the metallic coating and the polymer coating must be applied before weaving. The minimum weight of metallic coating must conform to ASTM F 668, Class 2a for zinc galvanized, or ASTM A 817 for aluminum. Provide fabric height and polymer coating color as shown on the plans.

Provide steel chain link fence fabric with the following characteristics:

1. Mesh size of 2.0 inches, or as shown on the plans;

907.04

2. Wire size of 9 gauge zinc coated, 9 gauge aluminum coated, or 10 gauge aluminum coated; and
3. Top and bottom selvages knuckled.

B. Tension Wire. Tension wire must meet the steel wire requirements of ASTM A 824 for Type I aluminum coating and Type II, Class 3, zinc coating.

As an alternative for tension wire coatings, the Contractor may use hot-dipped Type I aluminized or hot-dipped Type II, Class 1 galvanized, followed by a polymer coating. The polymer coating must meet the requirements for polymer coated steel chain link fence fabric and match the color of the polymer coated steel chain link fence fabric.

C. Posts for Fence and Gates. Fence posts and gate posts for chain link fence must be metallic coated steel meeting the requirements of Table 907-1 and Table 907-2.

| Table 907-1 Posts and Rail for Steel Chain Link Fence | | | | |
|--|--------------------|------------------------------------|------------------------|------------------------------|
| Use | Fabric Height (in) | Diameter (a) (in) | Nominal Weight (lb/ft) | ASTM Steel Specification (b) |
| End, Corner, Angle, and Intermediate Braced Posts (c) | ≤120 | 2½ (2.875) | 5.80 | F 1083 |
| | | 2½ (2.875) | 4.64 | F 1043 |
| | | 3½ by 3½ RF Corner (d) | 6.10 | F 1043 |
| Line Posts | ≤120 | 2 (2.375) | 3.65 | F 1083 |
| | | 2 (2.375) | 3.12 | F 1043 |
| | | 1½ by 1½ H-Section | 2.72 | F 1043 |
| | | 2¼ by 1¼ ^{5/16} H-Section | 3.26 | F 1043 |
| | | 2¼ by 1¼ C-Section (c) | 2.70 | F 1043 |
| | ≤72 | 2 (2.375) | 2.31 | F 1043 |
| | | 1½ by 1¼ C-Section (c) | 2.26 | F 1043 |
| | ≤60 | 1½ (1.900) | 2.72 | F 1083 |
| | | 1½ (1.900) | 2.28 | F 1043 |
| | Horizontal Rail | — | 1¼ (1.660) | 2.27 |
| 1¼ (1.660) | | | 1.84 | F 1043 |

a. Outside pipe diameter with nominal diameter given first; actual diameter in brackets.
 b. ASTM F 1083 references are for standard weight (Schedule 40) pipe.
 c. Posts for fencing on structures must be 2 in (2.875) nominal outside pipe diameter and must meet the requirements of either ASTM F 1083 (Schedule 40) or ASTM F 1043 (Group 1C) or as called for on the plans.
 d. RF: Roll-Formed Sections.

| Use | Gate Width (ft) | Diameter (a) (in) | Nominal Weight (lb/ft) | ASTM Steel Specification (b) |
|---|---|-------------------|------------------------|------------------------------|
| Gate Posts | ≤6 | 2½ (2.875) | 5.80 | F 1083 |
| | | 2½ (2.875) | 4.64 | F 1043 |
| | 7 – 13 | 3½ (4.000) | 9.11 | F 1083 |
| | | 3½ (4.000) | 7.65 | F 1043 |
| | 14 – 18 | 6 (6.625) | 18.97 | F 1083 |
| Gate Frames | ≤6 | 1½ (1.660) | 2.27 | F 1083 |
| | | 1½ (1.660) | 1.40 | F 1043 |
| | 7 – 18 | 1½ (1.900) | 2.72 | F 1083 |
| | | 1½ (1.900) | 2.28 | F 1043 |
| | a. Outside pipe diameter with nominal diameter given first; actual diameter in parenthesis. | | | |
| b. ASTM F 1083 references are for standard weight (Schedule 40) pipe. | | | | |

The average weight per foot of metallic coated fence posts must be within ±10 percent of the required weight per foot. Posts must be at least 32 inches longer than the height of the fence fabric.

Steel posts for chain link fence must be coated with zinc or aluminum inside and outside, or polymer-coated posts in accordance with one of the following methods.

1. **Zinc Coating.** Apply zinc coating meeting the requirements of ASTM A 123 or ASTM A 653. Use the alternate zinc and clear coat system described in subsection 907.03.D for pipe sections only.

The weight of zinc coating on pipe sections must average at least 1.80 ounces per square foot of surface and at least 1.60 ounces per square foot of surface per specimen when tested in accordance with ASTM A 90.

For posts, other than pipe sections, the weight of zinc coating on each post must average at least 2.00 ounces per square foot of surface and at least 1.80 ounces per square foot of surface per specimen when tested in accordance with ASTM A 90.

2. **Aluminum Coating.** Use Type 2 aluminum to coat posts. The weight of aluminum coating on each post must average at least 0.75 ounces per square foot of surface and at least 0.70 ounces per square foot of surface per specimen when tested in accordance with ASTM A 428.
3. **Polymer Coating.** After metallic coating, coat exterior surfaces with extruded and adhered polymer coating. Match the color of the post

907.04

to the color of the polymer coated steel chain link fence fabric coating.

D. **Gates.** Provide gates for chain link fence as shown on the plans. Provide metallic-coated steel pipe gate frames in accordance with Table 907-2. The average weight per foot of the pipe for the gate frames must be within ± 10 percent of the required weight per foot. Use the same type and weight of coating required for posts.

Weld or fasten joints to form a rigid and watertight frame. Wire brush welded joints and paint with two coats of a Department-approved zinc-rich paint.

Provide gates with intermediate braces, and truss rods to prevent sagging, and provide Department-approved hinges, latches, keepers, and stops. Fill the gate frames with fabric meeting the same requirements as for the fence fabric.

Provide polymer coated gate frames the same as for metallic-coated gate frames, in accordance with Table 907-2. Apply polymer coating to gate frames, including hinges, latches, keepers, and stops. Match the color of the polymer coated gate frame to the color of polymer coated steel chain link fence fabric.

E. **Fence Fittings and Hardware.** Provide post caps, rail, or brace ends, tie wires and clips, tension and brace bands, tension bars, truss rods, barb arms, and other hardware, meeting the requirements of ASTM F 626 and the exceptions and additions specified in this subsection.

Bevel the ends of hog rings for fastening fabric to the tension wire to allow crimping.

Provide fittings made of malleable iron or pressed steel for fences and gates.

If using aluminum coated wire ties and clips, ensure the coating weighs at least 0.30 ounces per square foot of surface.

The Contractor may use flat aluminum alloy line post bands with an OD from 0.062 inch to 0.375 inch and with self locking ends to fasten fabric to posts with an OD no greater than 2.375 inches.

Use double twisted, No. 9 gauge, galvanized steel for fabric fasteners for structure fencing.

Polymer coated fence fittings and hardware must be as specified above. After metallic coating, coat exterior surfaces with extruded and adhered

907.05

polymer coating. Ensure the color of the polymer coating matches the color of the polymer coated steel chain link fence fabric.

907.05. High-Tensile Wire Fence.

A. **Wire.** High tensile wire must be 1½ gauge, Grade 200, with Class 3 zinc coating in accordance with ASTM A 854.

B. **Wood Posts.** Wood posts must be pressure treated and meet the requirements of subsection 912.08.

C. **Hardware.** Galvanize hardware in accordance with ASTM A 153.

907.06. Protective Fencing. Protective fencing must be orange-colored, high density polyethylene mesh fabric with a nominal 2 inch diamond design. Protective fencing must be 48 inches high and weigh at least 0.102 pounds per square foot.