# LIVESTOCK EQUIPMENT ACCEPTANCE OF BID AND AGREEEMENT LARAMIE COUNTY, WYOMING and PRIEFERT FARM RANCH AND RODEO

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Priefert Farm, Ranch and Rodeo, 2630 South Jefferson Ave, Mount Pleasant Texas 75455 ("CONTRACTOR"). The parties agree as follows:

#### I. PURPOSE

The purpose of this Agreement is to demonstrate the acceptance by COUNTY of the "Quotation" by CONTRACTIOR for provision of livestock equipment for the Laramie County Multi-purpose facility and grounds at the County's Archer property. Said quotation and equipment as described in Exhibit 'A' to this Agreement and Exhibit 'B' to this Agreement which are fully incorporated herein.

#### II. TERM

This Agreement shall commence on the date the last signature is affixed hereto and remain in full force and effect until terminated as provided herein.

#### III. PAYMENT

A. COUNTY shall pay CONTRACTOR as reflected in Exhibit 'A' to this agreement \$246, 673.00 by livestock equipment for use at the multipurpose center and grounds as provided in Exhibit A to this agreement and in accord with specifications and descriptions in the request for proposal attached herein as Exhibit B. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

#### IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide the equipment as indicated in the exhibits attached to this agreement. Said equipment shall be as prescribed and specified in Exhibit 'A' and Exhibit B to this Agreement.
- B. CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

#### V. GENERAL PROVISIONS

- A. <u>Independent Contractor</u>: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
- B. <u>Acceptance Not Waiver</u>: COUNTY approval of the r materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the provision of equipment as specified in the attached exhibits. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. <u>Termination:</u> This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.
- D. <u>Entire Agreement:</u> This Agreement (5 pages) and Exhibit 'A' (16 pages) and Exhibit 'B' ( pages) represents the entire and integrated agreement and understanding between the parties in regard to the matters contemplated herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- E. <u>Assignment:</u> Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- F. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. <u>Invalidity</u>: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- H. <u>Applicable Law and Venue</u>: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to

COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

- I. <u>Contingencies:</u> CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- J. <u>Discrimination:</u> All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- K. <u>ADA Compliance:</u> All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- L. <u>Governmental/Sovereign Immunity:</u> COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- M. <u>Indemnification</u>: Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. <u>Third Parties:</u> The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- O. <u>Conflict of Interest:</u> COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- P. <u>Force Majeure:</u> Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- Q. <u>Limitation on Payment:</u> COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If

funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

- R. <u>Agreement Controls:</u> Where a conflict exists or arises between any provision or condition of this Agreement, and any provision or condition in the attached Exhibits, the provisions and conditions set forth in this Agreement shall control.
- S. <u>Notices:</u> All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

LARAMIE COUNTY, WYOMING	
By:Chairman, Laramie County Commissioners	Date
ATTEST:  By:  Debra Lee, Laramie County Clerk	Date
CONTRACTOR: Priefert Farm Ranch and Rodeo  By:  Title:	Date
REVIEWED AND APPROVED AS TO FORM ONLY:  By:  Mark Voss A gramie County Attorney	Date 4/15 10

# Priefert\* 2630 South Jefferson Ave • Mount Pleasant, TX 75455 Phone • 903-672-1741 • Fax • 903-672-2788

### Quotation

A-0071297 Sold To: Recco, Inc. dba Five-R Co. 3987 Archer Parkway Chayenne, WY 82009 US

Ship To: Recco, Inc. dba Five-R Co. 3987 Archer Parkway Cheyenne, WY 82009 US

Phone: 307-638-7566

 Date
 2/13/2019

 Page
 1
 of 1

 Sales order
 1
 of 1

 PO Number
 Shaep & Hog Pens

 Your ref.
 Project # 6104797

 Our ref.
 00270

 Quotation deadline
 330/2019

 Payment
 Cash in Advance

 FOB
 FOB Origin

 Ship Via
 TL

 Total Weight
 104,950.50

Number .....: QT-129310-6

٠.

A-0071287 A-UU/1/297 BBI to:: Recco, Inc. dba Five-R Co. 3967 Archer Parkway Cheyenne, WY 82009 US

Item Number	Description	QuantityUnit	Price	Unit	Weight	Amount
This order is quoted	at "FOB Origin" FOB Origin point is ML Plea	sant, TX 75455. I	Freight charg	es to d	leliver this order is on a s	separate line.
SHBG06GY SHP05GY RSGA4GY RSGA3GY RSWMBFGY REQUEST	BOW GATE, VERTICAL BAR 6' PANEL VERT BAR 6' RS GENDER ADAPTOR 4-WAY RS GENDER ADAPTOR 3-WAY RS WALL MOUNT BRCKT FEMALE SPECIAL REQUEST	692.00 Pc 1,204.00 Pc 10.00 Pc 70.00 Pc 40.00 Pc 26.00 Pc	157.80 103.29 6.90 6.24 7.48 43.99	Pc Pc Pc Pc Pc	47,058.00 57,792.00 10.00 52.50 40.00 0.00	109,197,60 124,361.16 63,00 438,60 299,20 1,143,74
Special Sheep &	Hog Allay Frame. Made with the frame of a 8	HBG05 without th	e gate, hinge	es and	latch. Powder coated Gr	ey.
REQUEST Bonds	SPECIAL REQUEST	1.00 Pc	1,715.50	Pc	0.00	1,715.50

All prices shown in USD.

Sub total: Freight: Tex: Total: 237,223.00 9,450.00 0.00 248,673.00 BID FORM
Archer Events Facility, Bid Package #4
Page 5 of 5
BIDDER'S NAME Richard Mfg Co INC

SIGNATURE ()
Signature of Bidder: Alan Swaits
Typed Name & Title: Alan Swarts Inside Sales Manager
Name of Company: PRICERT MAG CO INC
Company Organization:
Incorporated in the State of TexAs
Names of other partners or officers:
Company Address: 2630 South Jefferson Ave
Mt. Pleasant Texas 75455
(City, State, Zip Code)
Company Telephone Number: (800 ) 527 -86/6
Company Fax Number: (903) 572 2798
Company/Contact Email Address: Alan. Swasts aswarts @ prietext. Com

Arc	FORM her Events Facility, Bid Package #4 e 4 of 5	
BiD	DER'S NAME PRICTERY Mtg CO INC	
6.	Wire Mesh, Chain-Link Partition: A. BASE BID:	
	None	
		(\$
	Written	
7. 1	Acoustic Suspended Ceiling:  A. BASE BID:	
	None	
		(\$
	Written	
	Tiling at Restrooms: A. BASE BID:	
	None	
		(\$
	Written	
	8A. DEDUCT Alternate to Utilize Alternate Tile Proposed by Installer: 8ASE BID:	
	Nove	
	Written	(\$
	Streets of Continuous /State of al Continu	
	Livestock Equipment (Material Only):  A. BASE BID:  PRICE FERT  Sheep + Hog Pens	
	two houdled forty six thousand six handred severily three dellar	sts246,673.4

A Pa	id FORM rcher Events Facility, Bid Package #4 age 3 of 5  DDER'S NAME PRICE FOR Y MAG CO INC.
A	DDENDA: The following addenda to the Contract Documents are acknowledged:
Ai Ai Ai Ai Ai Ai	Dated 4-27-/8
1.	Casework, Countertops, and Sills:  A. BASE BID:
2.	Written  Floor Coverings (Carpet, Vinyl Plank Flooring, Vinyl Base:  A. BASE BID:  **North Control of the Contr
	Written (S )
3.	Public Announcement (PA) and Sound Systems:  A. BASE BID:
	(\$)
4.	Written  Building Signage:  A. BASE BID:
	(5
5.	Written  Horizontal Louver Blinds:  A. BASE BID:  \[ \int 0 \times \ell \]
	Written (\$)
	pas (état)

1 4 1

BLD FORM

Archer Events Facility, Bid Package #4

Page 2 of 5

ODDER'S NAME PRICE FEAT MFG CO INC

PERFORMANCE BOND AND PAYMENT BOND (Required if Contract Exceeds \$150.000.00)

Payment and Performance Bonds are required from successful subcontractors whose contracts exceed \$150,000.00. Bonds shall be AIA Document A312 (2010 Edition) or on a document that conforms to AIA A312 and so states in the printed body of the form. Contracts will not be issued or Notice to Proceed given until these documents are in the possession of the CMAR.

#### CONTRACT TIME:

It is agreed by the undersigned, if awarded the contract, to substantially complete the work in accordance with the time agreed upon with the CMAR.

The undersigned also agrees that he will not withdraw his bid for a period of thirty (30) days from the date of bid opening.

In submitting this bid, be it understood, the CMAR reserves the right to waive irregularities and informalities, to reject any or all bids without further obligation, and to accept any bid deemed in the best interest of the Laramie County Fair Board, the Archer Events Facility, or Recco, Inc. dba Five-R Co.

The undersigned agrees to maintain Wyoming Worker's Compensation and Wyoming Unemployment Insurance, in good standing, throughout the duration of the project until final payment is made. Subcontractor shall submit copies of the certificates, along with Certificate of Insurance, within ten days of contract award or upon the CMAR's request.

By submission of this proposal the bidder certifles:

#### A. NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

- He is the bidder that has submitted this bid, and that he has the authority to sign on its behalf.
- He is fully informed respecting the preparation and contents of the attached bid of all pertinent circumstances respecting such bid.
- 3. Such bid is genuine and is not a collusive or sham bid.
- 4. Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.

#### **B. CERTIFICATE OF NON-DISCRIMINATION**

The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin, or sex as required by federal and state anti-discrimination laws. The bidder further certifies and agrees that it will deal with tier subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, or sex. Violation of this certification may constitute a material breach of contract upon which the CMAR may determine to cancel, terminate, or suspend the contract.

#### **BID FORM**

Page 1 of 5

DO NOT MODIFY BID FORM - Any modification or alteration of this form from its original format will result in rejection of the bid. BID FORM TO BE COMPLETED IN ITS ENTIRETY, INCLUDE COMPANY NAME ON EACH PAGE WHERE INDICATED, AND SIGN IN INK. SUBMIT BID FORM IN ITS ENTIRETY.

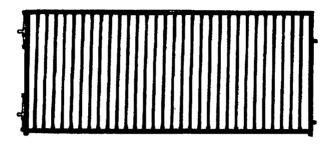
**BID FOR:** BID PACKAGE #4 **Archer Events Facility** 3801 Archer Parkway Cheyenne, Wyoming 82009 BID DATE: February 14, 2019 **BID TIME:** 1:00 pm for Fax & Email Bids 2:00 pm for Sealed Bids Recco, Inc. dba Five-R Co. TO: (CMAR) c/o Laramie County Fair Board 3967 Archer Parkway Cheyenne, Wyoming 82009 (REFER TO INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION INSTRUCTIONS) BIDDER: Cheyenne License No. **Expiration Date** License Classification BIDDING AS A: - of-State Subcontaucton

Wyoming Resident Certificate Number Expiration Date
(Certificate of Resident must be current and on file with the State of Wyoming Department of Workforce Service, DMsion of Labor Standards (307-777-7261.)

The undersigned, pursuant to the invitation to Bid, and all other bidding requirements, being familiar with existing conditions, the site and other local conditions affection the cost and performance of the work, hereby proposes and agrees to perform all work including labor, materials, services, etc. in strict accordance with the Contract Documents.

BID FORM
Archer Events Facility, Bid Package #4
Page 5 of 5
BIDDER'S NAME Richard MG Co INC

SIGNATURE
Signature of Bidder: Alexander
Typed Name & Title: Alan Swarts Inside Sales Manager
Name of Company: Priefert Mfg Co INC
Company Organization: Corporat 7:0 ~ (Individual, Partnership, Corporation)
Incorporated in the State of Texas
Names of other partners or officers:
Company Address: 2630 South Jefferson Ave
Mt. Pleasant Texas 75455
(City, State, Zip Code)
Company Telephone Number: (800 ) 527 -86/6
Company Fax Number: (903) 572 2798
Company/Contact Email Address: Alan Swarts aswarts @ prietest.com



### SHEEP, HOG, & GOAT PANELS

**MSRP: Call For Pricing** 

Available in 4', 5', 6', 8', and 10' lengths, these durable panels feature vertical bars on 4" centers making them ideal for small livestock containment. \*

#### ~ DESCRIPTION ~

Ideal for exposition centers, fairgrounds, or home use, these panels are designed for the confinement of small livestock, such as sheep, hogs, and goats. These versatile panels allow for quick and easy setup. With vertical bars that are set on 4" centers, these panels discourage livestock from rearing up and finding a foothold, the way they often do with horizontal-rail panels. This spacing is also narrower than most other vertical bar panels and prevents animals from being able to push their heads through the rails. Priefert's Sheep, Hog, and Goat Panels are available in a variety of lengths and connect using sturdy pin connections. Each panel features an Architectural Grade Powder Coat Finish with UV inhibitors to add years of

the marketing and the state of the state of

 An Architectural Grade Powder Coat Finish with UV inhibitors adds years of life to your investment by helping the product resist rust, scratches, and fading.

#### ~ SPECS ~

- Height: 49"
- Vertical Bar Spacing: 4" centers
- Frame constructed from 1.66" OD 18 gauge tubing
- Vertical rails constructed from 1.05" OD 18 gauge tubing
- Architectural Grade Powder Coat Finish
- Color: Brown
- All weights are approximate, panel lengths are center-to-center of pin connectors when connected

life to your investment by helping the product resist rust, scratches, and fading.

Item Number	Length	Weight(lbs)	Price
SHP04	4'	39	CALL
SHP05	5'	48	CALL
SHP06	6'	53	CALL
SHP08	8'	69	CALL
SHP10	10'	82	CALL

<sup>\*</sup> Product may vary from information, pictures, or videos shown. Please consult Priefert for more information.

#### ~ FEATURES ~

- Ideal for exposition centers, fairgrounds, or home use, these panels are designed for the confinement of small livestock, such as sheep, hogs, and goats.
- These panels feature sturdy pin connectors for quick and easy setup.
- The vertical bars are set on 4" centers. This helps discourage livestock from rearing up by eliminating the foothold that livestock find when they rear up on horizontal-railed panels. It also prevents the animals from being able to push their heads through the rails as they can with many competitor panels.
- These panels are also a great option for confining miniature horses.

Lune,//Lune, maises and for the second control to the second contr

- An Architectural Grade Powder Coat Finish with UV inhibitors adds years of life to your investment by helping the product resist rust, scratches, and fading.
- Our Sheep, Hog, and Goat Panels and Bow Gates are also a great option for confining miniature horses.

#### ~ SPECS ~

- Gate Height: 49"
- Bow Frame Height: 81.5"
- Vertical Bar Spacing: 4" centers
- Vertical Sliding Gravity Latch
- Frame constructed from 1.66" OD 18 gauge tubing
- Vertical rails constructed from 1.05" OD 18 gauge tubing
- Architectural Grade Powder Coat Finish
- Color: Brown

added security. Each bow gate features an Architectural Grade Powder Coat Finish with UV inhibitors to add years of life to your investment by helping the product resist rust, scratches, and fading.

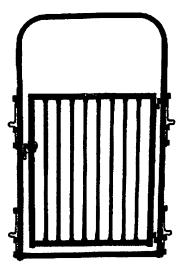
item Number	Length	Weight(lbs)	Price
SHBG04	4'	53	CALL
SHBG05	5'	68	CALL
SHBG06	6'	78	CALL

<sup>\*</sup> Product may vary from Information, pictures, or videos shown. Please consult Priefert for more information.

#### ~ FEATURES ~

- Ideal for exposition centers, fairgrounds, or home use, these bow gates are designed for the confinement of small livestock, such as sheep, hogs, and goats.
- Priefert Sheep, Hog, and Goat Bow Gates feature sturdy pin connectors for quick and easy setup.
- The vertical bars of the gate are set on 4" centers. This helps discourage livestock from rearing up by eliminating the foothold that livestock find when they rear up on horizontalrailed panels. It also prevents the animals from being able to push their heads through the rails as they can with many competitor panels.
- Each of these bow gates features a vertical sliding gravity latch.

  This latch is designed to allow for a lock or snap to be placed on the latch for added security.
- The bow frames feature 80" of clearance to allow for easy "walk thru" access to pens.



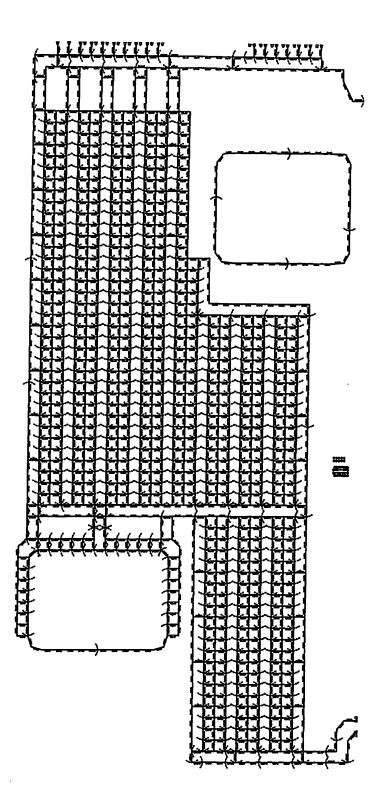
## SHEEP, HOG, & GOAT BOW GATES

**MSRP: Call For Pricing** 

These bow gates are available in 4', 5', and 6' widths and feature 80" of clearance for easy "walk thru" access and pin connectors for easy setup. \*

#### ~ DESCRIPTION ~

Ideal for exposition centers, fairgrounds, or home use, these bow gates are designed for the confinement of small livestock, such as sheep, hogs, and goats. These versatile gates allow for quick and easy setup. With vertical bars that are set on 4" centers, these gates discourage livestock from rearing up and finding a foothold, the way they often do with horizontal-rail panels. This spacing is also narrower than most other vertical bar panels and prevents animals from being able to push their heads through the rails. Priefert's Sheep, Hog, and Goat Bow Gates are available in a variety of lengths and connect using sturdy pin connections. Each bow frame offers 80" of clearance to allow for easy "walk thru" access to pins. These gates use a sliding gravity latch that can accept a lock or snap for





### PERFORMANCE REQUIREMENTS

QUV-A W/CONDENSATION: Minimum 90% gloss retention (ASTM D-523) on 1,000 hours QUV-A bulb (ASTM D-4587). Less than 1 delta E color change from standard on 1,000 hours QUV-A (ASTM D-2244 Color Analysis CIELAB) \*The resin & pigment system should meet minimum requirements for 2604 AAMA specifications on 5 year Florida exposure for color and gloss retention.

HUMIDITY: DTM Topcoat passes 1,000 hours (ASTM D-2247) Average 2.0 to 3.0 mils. Topcoat/Primer combination passes 2,000 hours (ASTM-D2247) Average 3.0 to 4.0 mils. Coating must not contain any field blisters on the panels and have a rating of 7 creep 1.0 -3.0mm (ASTM D-1654) or higher.

SALTSPRAY W/SCRIBE: DTM Topcoat passes 1,000 hours (ASTM 8-117) Average DFT 2.0 to 3.0 mils. Topcoat/Primer combination passes 1,750 hours (ASTM B-117) Average DFT 3.0 to 4.0mils. Coatings must not contain any field blisters on the panels. Also have a rating of 6 creep 1.0 -3.0 mm (ASTM D-1654) or higher.

ADHESION: Coating must pass cross hatch with no loss of adhesion (ASTM D-3359). Water Immersion 24 Hours with no loss of adhesion or blistering (ASTM-D870).

#### SPECIAL REQUIREMENTS

PRIEFERT PHYSICAL TESTS: Priefert paints two round 12 to 20 gauge steel tubular pipes approximately a foot long and performs comparative testing on existing product we are using for production. The product must meet or exceed the function of the production powder. These tests are difficult to quantify and therefore are done independently by Priefert for comparison with our existing product.

RUB TEST: Two tubes are rubbed together with 10-20 pounds of force to attempt to get the coating to cut into itself. We count the number of strokes it takes before one tube begins to dig into the coating of the other.

STRIKE/IMPACT TEST: Strike two tubes together until the integrity of the pipe is bent and deformed. The product must not chip or crack. We look for minimal marring from the impact between the tubes.

BEND TEST: Flatten one end of a tube completely with a bench vise or hammer. The product may show slight cracks, but must not break away from the surface in the area of the sharp 180° bend.

SCRATCH TEST: Take a coated panel and use a nickel to scratch the surface. Compare the ability of the product to resist scratch or mar to the existing product.

BOILING WATER: Coated panels of existing product and new test product are submerged for 1 hour and must pass cross hatch with no loss of adhesion for quality adhesion check.

Thank you for considering Priefert Manufacturing... 800.527.8616 or www.priefert.com



### ARCHITECTURAL GRADE POWDER COAT FINISH

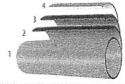
#### Priefert Powder Coating Process...

Priefert takes great pride in its powder coating quality. From the material selection of purchasing and processing master coils of steel in house, to the mechanical and chemical preparation immediately preceding the powder application, Priefert focuses closely on each factor that affects the final product. Independent, third party lab tests have consistently proven that Priefert's powder coat is the best in our industry.

Priefert's powder coat process begins with a special metal preparation step to remove surface rust, mill scale, and other imperfections from the steel. Next, the product is sent through a 4-stage pre-treatment. Stage 1 is a phosphate-acid wash cycle to remove any remaining oils and to create a coating over the steel. Stage 2 is a rinse cycle to remove excess chemical. Stage 3 is a sealant stage to seal the coating from Stage 1. Stage 4 is a final rinse cycle followed by a heated dry. Priefert's on site lab performs Total Acid and Ph tests daily to maintain consistency and ensure proper coating. An external source reviews these results on a monthly basis and quarterly tests are conducted to check coating weight. Following pre-treatment, the product is cooled to the appropriate temperature before the powder is applied.

Priefert uses an architectural grade of powder coating with UV inhibitors. This is superior to standard grade powder and will add many years of life to your investment. Both manual and automated application of powder is used to ensure proper coverage. The powder is then baked on as the product passes through a high-heat cure oven. At the completion of this process, the product has a durable and beautiful high gloss, furniture-grade finish that resists sun-fading, scratching, rust, and the corrosive effects of animal waste.

Priefert inspectors perform standard mil thickness tests throughout each day, along with hourly cure tests to ensure proper coverage. Other internal tests include impact tests and cross-hatch tests to check for proper adhesion. Priefert also submits samples for external testing. These tests include humidity tests, salt spray tests, and physical tests, such as rubbing, striking, and bending, to ensure a quality coating. Not only does Priefert test to and exceed the minimum industry standard, but they also test to and meet the maximum where one exists.



(1) Galvanized Pipe (2) Phosphate Adhesion Wash (3) Conversion Coating (4) Powder Coating with UV Inhibitor

















GUNMETAL

GREY



SADDLE RROWN

TECHNOLOGY: Super Durable TGIC or TGIC free polyester resin INITIAL COLOR MATCH: +/- .75 Delta E from Standard GLOSS: 80 units + @ 60 degrees (ASTM D-523) (unless otherwise specified for specific projects)

COVERAGE: Average 2.5 mils +/- .5 over Black/White test panel

APPLIED THICKNESS: 2.0 to 4.0 mils SMOOTHNESS: Ford 4-6 at average 2.0 mil ADHESION: 5B (ASTM D-3359)

FLEXIBILITY: Pass 1/8" bend with no adhesion loss

PENCIL HARDNESS: H-2H (ASTM D-3363) IMPACT RESISTANCE (in-lb): Direct minimum 80 in-lbs, Reverse

minimum 60 in-lbs (ASTM D-2794) No Cracks or Loss of adhesion (Tested on both .033 20 gauge steel substrate pretreated in Priefert's

system along with Bonderite 1000 panels)

Thank you for considering Priefert Manufacturing... 800.527,8616 or www.priefert.com

#### SECTION 11 11 0 – LIVESTOCK STALLS

#### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### 1.02 SUMMARY

A. Fabricate and install systems complete as specified and as shown on the Drawings.

#### 1.03 SUBMITTALS

- A. Product Data: Provide product data for all manufactured components including hardware, anchorage and connection methods and finishes.
- B. Shop Drawings: Scaled drawings showing overall stall and arena layouts in each building area including stall type designation, total number of each type of stall, and total number of stalls. Provide elevations, sections and details of each panel type that fully demonstrate frame construction, profiles, components, hardware type and locations, connections and installation details.
- C. Manufacturer Qualifications: Submit information as outline in Paragraph 1.4.A.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing livestock stalling equipment with not less than ten (10) years of documented experience.
- B. Qualification of Welding Work: Welders shall produce 1/8" thru 1/4" fillet weld using 70,000 psi (or greater) tensile strength wire.
- C. Single Source Responsibility: Manufacturer will furnish pens as complete units.

D.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect stall units from rust and damage.
- B. Deliver to project site in unopened containers or plastic wrapped bundles.
- C. Owner or its representative shall inspect packaged units upon delivery and notify manufacturer of any damaged units within 48 hours of delivery.
- D. Support stacked products to prevent deformation and to allow air circulation.
- E. Store on site in location as directed by Owner's Representative.

#### 1.06 WARRANTY

- A. Manufacturer shall warrant the **livestock pension** a period of one (1) year from the date of substantial completion.
  - 1. All materials and equipment furnished shall be of good quality and new unless otherwise requested by Owner.
  - 2. The Work shall be free from faults and defects and conform to the contract Documents.
  - 3. The manufacturer shall repair or replace defective equipment or materials and provide any labor necessary to repair or replace defective equipment or material at no expense to the Owner.

#### 1.07 MAINTENANCE

- A. Extra materials: At the time of completion deliver maintenance material to the Owner. Provide items listed below.
  - Touch-up Paint: Provide Five (1) One gallon containers or comparable aerosol cans of color matched touch-up paint.

#### PART 2 - PRODUCTS

#### 2.01 FINISHES

A. General: Comply with NAAMM "Metal Finishes Manual" for recommendations relative to application and designations of finishes. Finish metal fabrications after shop assembly.

#### B. Surface Preparation

- All manufactured panels, gates and equipment shall be shot blasted so that all rust and debris is removed from the metal surfaces. The blasting shall leave an etched surface to promote the adherence of the finishing materials.
- Dust and oils shall be removed from panels, gates and equipment by means of an
  aqueous paint pretreatment wash system. This system shall also apply a phosphate
  conversion coating with a minimum coating weight of 60 mg per square meter.
   Pretreatment system must have integrated rinse stage(s) between stages and final rinse.
- 3. Moisture from the rinse cycle shall be immediately dried by forced heat.

#### C. Powder Coating

- Factory Finish for all stall and livestock equipment components: All stall and livestock
  equipment components shall be finished with an architectural grade (often called superdurable or ultra-durable by some coating manufacturers) TGIC polyester powder coating.
  The color shall be selected by the Owner from the manufacturer's standard line of colors.
- 2. Performance Requirements
  - (a) Coverage/Hide: The powder coating shall achieve full hiding at 2.5 mil over a black/white test panel.
  - (b) Thickness: The minimum applied thickness of the coating shall be 2.0 mil.
  - (c) Smoothness: The application of the coating shall achieve a smoothness rating of Ford 4-6 at 2.0 mil.
  - (d) Salt spray / Corrosion Resistance:
    - (i) A single coat system shall be tested and demonstrated to "pass" salt spray exposure for 1,000 hours. Failure point to be defined as 1/8 creep from scribe (ASTM score of 5).
    - (ii) The plural coat system with separate primer and top coat shall be tested and demonstrated to pass salt spray exposure for 1,700 hours given same failure condition as described in #1.
  - (e) Adhesion: The powder coating application must demonstrate an adhesion score of 5b (100%) in response to testing in accordance with ASTM D-3359-95.
  - (f) Weathering / UV fade resistance: Resistance to color fade and loss of gloss shall be demonstrated by retaining 75% of its original gloss after 500 hours of exposure under UV-B 313 lamps per ASTM G-53 and 50% of its original gloss after 750 hours. Color shift after 350 hours of exposure to UV-B must be less than 1 Delta E. The UV testing is to be performed under a cycle of 4 hrs UV exposure at 60C followed by 4 hours condensate at 50C.
  - (g) Hardness: The cured powder coating shall achieve a hardness rating of H-2H.
  - (h) Impact resistance: The coating system shall demonstrate resistance to impacts of 160 in-lbs direct, and 160 in-lbs reverse, in response to testing in accordance with ASTM D-2794-93, by being free of cracks and free of lost adhesion.

#### 2.02 FASTENERS AND ANCHORAGE SYSTEMS

- A. Self-supporting: Manufacturer will furnish penning systems which are to be self-supporting with no additional connections required.
- B. Individual penning panels shall be accomplished by ½" diameter solid steel drop pens and receivers, welded to the panels so that pens and receivers are part of the permanent fixture.

#### 2.03 FABRICATION, GENERAL

- A. Use materials of size and required thickness to produce strength and durability in finished product. Work to dimensions shown using proven details of fabrication and support.
- B. Form exposed work true to line and level with accurate angles and surfaces. Ease exposed edges to a radius of approximately 1/8" unless otherwise noted.
- C. Fabricate items with joints neatly fitted and properly secured.
- D. Fabricate joints that will be exposed to water in a manner to exclude water.

#### 2.04 LIVESTOCK PEN COMPONENTS / MATERIALS

- A. Gate support frames of livestock panels shall be constructed of 16-gauge, minimum, steel tube
- B. Gate support frames shall have a below-frame clearance of 6'-8" (minimum).
- C. Gate support frames shall have steel, enclosed terminations. Open ends or plastic caps shall not be permitted.
- D. Steel frames shall be fabricated using fully-welded construction.
- E. Steel frames shall have a powder coat finish.
- F. Vertical members within panel shall be spaced at maximum 4" spacing, (clear spacing between vertical bars approximately 2 3/4").

#### PART 3 - EXECUTION

#### 3.01 SCHEDULING

- A. Delivery and installation of pre-fabricated stall components shall be in coordination with designated construction projects and events.
- B. General Contractor shall schedule deliveries and work such that delivery of panels does not interfere with ongoing Owner/General Contractor operations.
- C. General Contractor shall provide adequate storage and staging space on site prior to installation of components.

#### 3.02 INSTALLATION

- A. Set units plumb, level and true to line, without warp or rack.
- B. Repair damaged finish surfaces on site, utilizing method recommended by manufacturer.

#### 3.03 ADJUSTING

A. Adjust all stall components for proper and smooth operation.

#### 3.04 CLEANING AND PROTECTION

- A. General Contractor shall clean all work in accordance with Division 1 requirements.
- B. General Contractor shall protect installed components from subsequent construction operations.

#### **END OF SECTION**

