



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **18000001052**

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
	poyers@Michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufour@michigan.gov			

CONTRACT SUMMARY

ASPHALT PATCHING & SEALING EQUIPMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,998,000.00	\$0.00	\$1,998,000.00		

DESCRIPTION

Effective 4/11/2023 pricing on this contract is hereby updated, per revised Schedule F1-Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **180000001052**

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
	poyers@Michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufour@michigan.gov			

CONTRACT SUMMARY				
ASPHALT PATCHING & SEALING EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - one year options	<input type="checkbox"/>		July 22, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,749,000.00	\$249,000.00	\$1,998,000.00		
DESCRIPTION				
Effective 6/9/2022, the first and second option years available on this contract are hereby exercised. The revised contract expiration date is 7/22/2024. In addition, this contract is hereby increased by \$249,000.00. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **18000001052**

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufour@michigan.gov	

CONTRACT SUMMARY

ASPHALT PATCHING & SEALING EQUIPMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$999,000.00	\$750,000.00	\$1,749,000.00		

DESCRIPTION
 Effective 11/16/2021, this contract is hereby increased by \$750,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Central Procurement approval and Ad Board approval on 11/16/2021.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **18000001052**

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufour@michigan.gov	

CONTRACT SUMMARY

ASPHALT PATCHING & SEALING EQUIPMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$750,000.00	\$249,000.00	\$999,000.00		

DESCRIPTION

Effective 10/15/2021, this Contract is hereby increased by \$249,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 180000001052

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
	poyers@Michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufour@michigan.gov			

CONTRACT SUMMARY

ASPHALT PATCHING & SEALING EQUIPMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 23, 2018	July 22, 2022	0 - 1 Year	July 22, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$750,000.00	\$0.00	\$750,000.00		

DESCRIPTION

Effective 4/13/2021 pricing on this contract hereby updated, per revised Schedule F1, attached. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 17118000001052

CONTRACTOR	DURACO, INC. DBA DURAPATCHER
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	612-916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
ASPHALT PATCHING & SEALING EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$750,000.00	\$0.00	\$750,000.00		
DESCRIPTION				
Effective 1/14/2019 pricing on this contract is hereby updated, per revised Schedule F1 - Pricing (due to corrections). All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
525 W. ALLEGAN, LANSING, MI 48933
P.O. BOX 30026, LANSING, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 – 18000001052**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Duraco, Inc. dba DuraPatcher
	2601 Niagra Ln N
	Plymouth, MN 55447
	Ben Thielbar
	(612) 916-4966
	bthielbar@durapatcher.com
	VS0052728

STATE	Program Manager	Scott Poyer	MDOT
		(517) 284-6448	
Contract Administrator	poyers@michigan.gov		
	Yvon Dufour	DTMB	
	(517) 249-0455		
dufoury@michigan.gov			

CONTRACT SUMMARY

DESCRIPTION: Asphalt Patching & Sealing Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/23/2018	7/22/2022	Two, 1 year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$750,000.00

FOR THE CONTRACTOR:

Duraco, Inc.
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Yvon Dufour, Category Specialist
Name & Title

DTMB - Procurement
Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Duraco, (“**Contractor**”), a Michigan corporation. This Contract is effective on July 23, 2018 (“**Effective Date**”), and unless terminated, expires on July 22, 2022.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. Definitions. For the purposes of this Contract, the following terms have the following meanings:

“**Agency**” means an executive branch agency of the State of Michigan.

“**Agency Order Agreement**” means an agreement entered into between an Agency and the Contractor for the provision of input/output equipment and/or services pursuant to the terms of the Contract.

“**Agency Program Coordinator**” means the Agency representative responsible for output management facilitation, communication and coordination with Agency leadership and Contractor.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“**Confidential Information**” has the meaning set forth in **Section 29.a**.

“**Contract**” has the meaning set forth in the preamble.

“**Contract Administrator**” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the **Section Error! Reference source not found.**

“**Statement of Work**” means the statement of work entered into by the parties and attached as a **Schedule A** to this Contract.

“**Contractor**” has the meaning set forth in the preamble.

“**Contractor Personnel**” means all employees of Contractor or any subcontractors involved in the performance of Services hereunder.

“Deliverables” means all equipment, hardware, software, components, options, accessories, documentation, reports, and all other materials that Contractor or any Subcontractor is required to or otherwise does sell to or provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work or an Agency Order Agreement.

“Dispute Resolution Procedure” has the meaning set forth in **Section 41**.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the equipment, hardware and software.

“DTMB” means the Michigan Department of Technology, Management and Budget.

“Effective Date” has the meaning set forth in the preamble.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in the Statement of Work.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental agency, governmental department, governmental commission, governmental authority, unincorporated organization, trust, association or other entity.

“Reports” means any and all reports that Contractor is obligated to or otherwise does provide under the Statement of Work or the Agency Order Agreement.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“Services” means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, the Statement of Work, or an Agency Order Agreement, including but not limited to installation, implementation, integration, field support, and incident response.

“State” means the State of Michigan.

“**State Data**” has the meaning set forth in **Section 28**.

“**Stop Work Order**” has the meaning set forth in **Section 20**.

“**Subcontractor**” means any Person with whom Contractor contracts with to provide Services or Deliverables, including manufacturers, publishers, suppliers and material providers.

“**Term**” has the meaning set forth in the preamble.

“**Transition Period**” has the meaning set forth in **Section 23**.

“**Transition Responsibilities**” has the meaning set forth in **Section 23**.

“**Unauthorized Removal**” has the meaning set forth in **Section** Error! Reference source not found..

“**Unauthorized Removal Credit**” has the meaning set forth in **Section** Error! Reference source not found..

2. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule 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 Schedule 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.

3. **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:	If to Contractor:
<i>Yvon Dufour 525 W. Allegan, Constitution Hall, 1st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-4055</i>	BEN THIELABR, DIRECTOR SALES DURACO PO BOX 6127 JACKSON, MS 39288 BTHIELBAR@CIMLINE.COM 612-916-4966 DIRECT 601-932-2100 OFFICE

4. **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:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-4055	BEN THIELABR, DIRECTOR SALES DURACO PO BOX 6127 JACKSON, MS 39288 BTHIELBAR@CIMLINE.COM 612-916-4966 DIRECT 601-932-2100 OFFICE

5. **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:
Scott Poyer poyers@michigan.gov (517) 284-6448	BEN THIELABR, DIRECTOR SALES DURACO PO BOX 6127 JACKSON, MS 39288 BTHIELBAR@CIMLINE.COM 612-916-4966 DIRECT 601-932-2100 OFFICE

6. **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 Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

7. **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.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	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.
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.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
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 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).

- 8. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 2% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 9. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

10. **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.
11. **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.
12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
13. **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.
14. **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.
15. **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.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
17. **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 Schedule 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 24, 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.

18. **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 Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
19. **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.
20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule 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.
21. **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 Schedule 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/SIGMAVSS> 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.

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

- 23. 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.
- 24. 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.

- 25. 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 26, 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.
- 26. 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 120 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.
- 27. 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.

28. **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.
29. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
30. **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.
31. **Reserved.**
32. **Reserved.**
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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, 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. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
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. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract Dept. 171 No.18000001052
Asphalt Patching and Sealing Equipment

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

This contract is for Asphalt Patching and Sealing Equipment for construction, scheduled maintenance and emergencies.

SCOPE OF WORK	
1. Specifications 1.1 The Contractor must provide the following: The Contractor is to provide a Roadway Spray Injection Patching <u>Trailer per Schedule B - Specifications.</u> a) Reference Item – Spray Injection Patch Trailer <u>Make:</u> Durapatcher <u>Model:</u> P2 b) Reference Item – Spray Crack Sealer Trailer <u>Make:</u> Cimline <u>Model:</u> M2 i. The specified equipment, must be the latest model in current production, satisfactory to meet the performance and design characteristics required in the specification. ii. The specified equipment, shall be built in accordance with the U.S. Government, American National Standards (ANSI) and Federal and Michigan's Occupational Safety and Health Administration (OSHA& MIOSHA) standard, and American Association of State Highway and Transportation Officials (AASHTO). iii. The specified equipment, must be delivered fully assembled and equipped with manufacturer's standard equipment necessary for operation. iv. The Contractor is to submit manufacturer's product literature for the make and model offered. v. The literature is to show supporting data for the performance and design specifications described within Attachment A.	
1.2 Contract Requirement The Contractor must provide deliverables, including the staffing to accomplish all service incidentals necessary to complete the work, as set forth in this contract.	
A. EQUIPMENT FOR PURCHASE	
1. Warranties a) Contractor shall provide a one (1) year warranty on parts and labor or the manufacturer's warranty, whichever is greater. b) The warranty shall start when the State makes payment after equipment is checked and is deemed to be in full compliance of the specifications. c) Warranty repairs and work will be provided by Alta Equipment Company under the warranty guidelines for 1 year. The additional one year warranty (2 years total) for Isuzu and John Deere Engines is performed by the engine dealer. The "Patcher" engine is John Deere and the Melter Engine is Isuzu. d) The State shall notify Alta Equipment for repairs or replacements. Once notified, Alta Equipment Company will make repairs and submit the required claim to Duraco Inc. e) The State reserves the right to require additional warranties other than those identified by the Contractor. Duraco offers a 2 year complete warranty (excluding wear items) for additional costs.	
2. Recall Requirements and Procedures The Contractor shall notify the State and/or the ordering entity within 48 hours of a recall notice.	
3. Service Levels 3.1 Time Frames All Contract Activities must be delivered within 120 calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms.	

3.2 Delivery

Delivery will be expected within **120** calendar days for special orders and out of stock items, and **30** calendar days for in-stock items, upon date of order. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule C – Prosperity Regions**) per **Schedule F1 - Pricing**. The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

A. F.O.B. Delivered Items

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on ALL orders for State of Michigan and Extended Purchasing Participants. These terms apply to **ALL** locations in the State of Michigan. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

B. F.O.B. dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for State of Michigan and Extended Purchasing Participants. Contractors must also quote a delivery cost per **Schedule F1 – Pricing**, to facilitate calculation of delivery cost to various locations within Michigan. The delivery cost per **Schedule F1 – Pricing**, will be added to the equipment price quoted to determine the "Total Price" for "F.O.B. Dealership" items. Mileage will be calculated based upon the "Official Michigan Department of Transportation Highway Map". Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration. The State reserves the right to make their own shipping arrangements.

Freight Charges - Should an Agency order items that are below the minimum order requirement of the Contract, or should a Contractor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.

If the Contractor fails to follow these shipping instructions, the State shall pay the shipping costs on the Contractor's invoice, minus the difference for the amount that was charged and the amount that would have been charged if the requested carrier had been used. The State reserves the right to arrange their own freight.

3.3 Training

The Contractor must provide the following training:

A comprehensive orientation training shall be provided at delivery or at an alternate time requested by the State. The training shall include equipment operation, maintenance, and inspection practices.

Upon request, the Contractor shall provide 8 hours of mechanics and operators training for up to eight (8) employees. The training is to be held at each ship to address. The Contractor shall provide unit pricing for training in **Schedule F1, Pricing**.

B. RENTAL/LEASE EQUIPMENT

1. Specifications

- a) The Contractor shall provide Asphalt patching/sealing equipment for rental and/or lease that is similar in scope to equipment included in **Schedule B, Specifications**.
- b) Brand or trade names referred to herein are for identification purposes only, and do not limit the Contractor to such brands, provided alternates offered are equal in quality and function to those specified.
- c) In addition, the Contractor shall provide a complete list of asphalt patching/sealing equipment available for rental and/or lease by category (e.g. patchers, sealers, etc.) in **Schedule F1 – Pricing, Catalog Pricing for Rental**. The State Contract Administrator may allow other types of equipment for rental/lease on the Catalog Schedule upon award and/or at a later date.
The list shall include:
 - i. Daily, weekly, and monthly rental/lease rates.
 - ii. Percentage discount offered by category for such rates.
 - iii. Only listed items that meet these requirements shall be included under this contract.
- d) All rental/leased equipment is to meet or exceed applicable federal and state safety standards as mandated by OSHA, and MIOSHA Motor Carrier Division. This equipment is to meet or exceed applicable American National Standards Institute (ANSI) specifications. The Contractor will provide written documentation guaranteeing compliance with all safety standards.
- e) The Contractor shall provide written documentation confirming satisfactory testing on equipment where mandated by law (to include but not limited to: stress testing, dielectric testing, visual inspections) completed by a licensed and reputable testing firm.

Rental equipment shall be no more than four (4) years old. Equipment leased shall be the newest model year.

2. Availability and Delivery of Equipment

- a) Rental and Lease Equipment shall be available statewide. Statewide availability includes **ALL** locations of the Upper and Lower Peninsula.
- b) All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order.
- c) Emergencies will be responded to within one (1) to six (6) hours. Equipment shall be available as both F.O.B. delivered and F.O.B. pick-up.
- d) No premium rates will be charged for delivery after normal business hours.
- e) Rental or leased equipment items shall be fully fueled and operational at the time of pick-up or delivery.
- f) The Contractor will be required to perform a walk-around equipment inspection at the time of delivery and pickup.
- g) The Contractor, or their Designee and the Program Manager or their Designee, shall document the inspection by mutual execution of an inspection document provided by the Contractor.
- h) The State is responsible for refueling all rented equipment upon its return.

3. Maintenance/Service

- a) The Contractor will be responsible for all maintenance/service necessary to maintain satisfactory operation of rental equipment at no cost to the State.
- b) Equipment shall be serviced according to manufacturer specifications. The Contractor shall maintain an equipment schedule for service and retain complete lifetime service records for all equipment.
- c) If a repair is needed, and requires the piece of equipment to be out of service, the Contractor shall provide a replacement.
- d) Contractor will maintain a Dedicated Product Support Department to ensure proper function of rented or leased equipment.
- e) On-site maintenance must be performed according the recommended manufacturer maintenance schedule.

4. Training

The Contractor must provide the following training:

An orientation training shall be provided upon request at the time of delivery. The training shall be deemed sufficient by the State, to include detailed equipment operation and minor maintenance and inspection practices.

C. GENERAL REQUIREMENTS

2.1 Technical Support, Repairs and Maintenance

- a) The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs, and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.
Duraco Customer Support
866-607-2824
Alta Equipment Company (Authorized Dealer)
Call Center 248-356-5200 (Main Switch Board New Hudson, MI)
- b) When providing technical support, the Call Center must resolve the caller's issue within **30** minutes. If the caller's issue cannot be resolved within **2** hours, on-site service must be scheduled. The on-site service must be performed within **36** hours of the time the issue was scheduled for service.

2.2 Reporting

The Contractor must submit, to the Contract Administrator or their designee, the following written reports:

- a) *Maintenance/service report*
- b) *Regional rental report*
- c) *Regional purchase report*
- d) By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to **Yvon Dufour or Designee, DTMB Procurement**.

2.3 Meetings

The Contractor must attend the following meetings:

- a) Kick-off meeting within 30 calendar days of the Effective Date.
- b) The State may request other meetings, as it deems appropriate.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint a Product Representative, 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").

Nat Alford
Duraco, Inc.
(601) 209-5106
nalford@durapatcher.com

The Contractor must notify the Contract Administrator at least **30** calendar days before removing or assigning a new Contractor Representative.

3.2 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Duraco Customer Support
866-607-2824

3.3 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

The Manufacturer/Contractor will provide a warranty card to the State.

3.4 Security

The Contractor may be subject the following security procedures:

- a) Valid proof of State ID for delivery personnel entering secured locations.
- b) The Contractor will send only responsible current employees with a valid license.
- c) Contractor's employees shall have logo branded shirts.
- d) The Contractor's employees are subject to background checks at the time of hire by an independent third party.

The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

4.1 Price Term

- a) Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period. The State reserves the right to adjust the pricing period and allow automatic updates with limitations.
- b) Pricing on all items listed in **Schedule B, Specifications** (or approved alternates) shall be firm-fixed. All remaining items within Contractor's **"*catalog"** shall be available at a firm-fixed discount. The State Contract Administrator may allow other types of equipment for rental/lease on the Catalog Schedule upon award and/or at a later date.
- c) All **"*catalog"** pricing must be published and available at all times via website access, and/or electronic/printed price pages per **Schedule F1 - Pricing**. Price quotes issued from the Contractor to the State must be verifiable via published pricing. The State reserves the right to limit "catalog" items at any time for any reason. It is expected the Contractor's Catalog items shall provide the best prices available to the State at all times and be firm-fixed. The State may remove items from the "Catalog" at any time without cause. Catalog pricing shall be submitted in the "Catalog Pricing" page, of **Schedule F1 – Pricing**.

***"Contractor's Catalog" consists of Schedule F1 - Pricing**

4.2 Price Changes

- a) Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- b) Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- c) The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

4.3 Electronic Catalog

To enable catalog management functionality, the Contractor may be required to supply the State with product and pricing information for the "SIGMA Catalog Template". The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a *blanket purchase order (Termed as a Direct Order (DO) in SIGMA)*.

5.2 Order Verification

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

6. Acceptance

6.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) Equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor's expense.
- b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.
- c) Acceptance is not complete for partial deliveries until final deliverables are received.

6.2 Final Acceptance

- a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.
- b) All set-up and/or training and orientation shall be completed.
- c) Per Standard Contract Terms, Section 16, Acceptance.

7. Invoice and Payment**7.1 Invoice Requirements**

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

7.2 Payment Methods

The State will make payment for Contract Activities by EFT as outlined in section 20 of Standard Contract Terms.

8. Additional Requirements**8.1 Environmental and Energy Efficient Products**

The Contractor must provide products that meet the following environmental or energy efficient standards:

(OR)

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.

8.2 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.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

8.3 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.

8.4 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.

8.5 Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

8.6 Key Personnel

The Contractor must appoint one individual who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 8 hours.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform.

Ben Thielbar - Director Sales

612-916-4966 direct

bthielbar@cimline.com or bthielbar@durapatcher.com

8.7 Organizational Chart

Provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Ben Thielbar - Director Sales bthielbar@durapatcher.com

Machelle – Accounting mwilson@durapatcher.com

Customer Support: customercareorders@plymouthind.com

9. Invoice Credits

Late or improper completion of the Contract Activities will cause loss and damage to the State and Extending Purchasing Participants and it would be impracticable and extremely difficult to fix the actual damage sustained by the State and/or Extending Purchasing Participants. Therefore, if there is late or improper completion of the Contract Activities, the State, and the Ordering Entity are entitled to collect invoice credits in the amount of 2/10th of 1% of the Purchase Order for each day the Contractor fails to remedy the late or improper completion of the Work.

10. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$500 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$500 per individual per day for an unapproved or untrained key personnel replacement.

STATE OF MICHIGAN

Contract Dept. 171, No. 180000001052

Asphalt Patching & Sealing Equipment

SCHEDULE B SPECIFICATIONS

#1 - Specification # C36-0501.18 Roadway Spray Injection Patch Trailer	
All items specified and furnished by the Contractor shall be new of the latest model in current production and shall include all standard features normally offered with these models	
Referenced Make and Model: Dura Patcher, P2 Contract to to identify proposed make and model	Duraco, Inc. DuraPatcher P2
1.0 Basic Requirements:	
1.1 Spray Injection design with aggregate supplied from tow vehicle by gravity feed tube.	Yes
1.2 Trailer mounted and rated for highway use.	Yes
1.3 Diesel powered with engine enclosure.	Yes
1.4 Electric blanket heated emulsion tank.	Yes
1.5 Emulsion working capacity of 250 gallons.	Yes
1.6 Overnight electric heating for maintaining emulsion temp.	Yes
2.0 Emulsion heating and storage:	
2.1 The tank must be a pressure vessel and be ASME certified	Yes
2.2 The tank shall have 250 gallon capacity, 200PSI working pressure at 500 degrees	Yes
2.3 Insulation shall be minimum R15 rated fiberglass insulation	Yes
2.4 Loading hatch shall have a minimum filler opening of 12" and be equipped with t-bolt closures.	Yes
2.5 Clean out valve shall be minimum of 3" and will be installed at the bottom of the tank.	Yes
2.6 Tank will be wrapped with 2 electric blankets for overnight heating. Min. 1500W x (2) 120VAC. A thermostat and overnight heating extension cord will be included. Heating probes will not be considered for alternate as they do not allow tank pre heating and 100% use of emulsion tank volume.	Yes
2.7 System must be capable of maintaining heat so as to allow operation of patcher in ambient temperatures as low as 5 degrees Fahrenheit.	Yes
3.0 Delivery System:	
3.1 Trailer mounted hopper with integral screen with opening for slide gate	Yes
3.2 Slide gate shall be air operated with min 4" stroke air ram.	Yes
3.3 Venturi shall be designed to draw aggregate into air stream. Must have access panel.	Yes
3.4 Aggregate delivery tube shall be a minimum 3.5" ID schedule 40 pipe 10 ft. in length. Designed to be rotatable for maximum life	Yes
3.5 Aggregate delivery hose will be min. 3.5" ID. Non-kinking, plastic wire reinforced rubber neoprene-lined hose with a min. length of 164".	Yes
3.6 The delivery boom shall be a three section device that allows the operator to move throughout its full radius using only very light force from one hand, and shall be adjustable for height.	Yes
3.7 The boom design must keep the boom and the operator well out of the adjoining lane and the operator must be capable of placing the nozzle tip on the center stripe of a multi-lane roadway without any portion of the boom, or the operator, intruding over the center stripe.	Yes
3.8 A 12 volt pump shall circulate heat transfer oil through a pipe inside the emulsion tank and min. 3/8" diameter lines the full length of the hose to the emulsion nozzle, then back. All parts including: emulsion valves, hose, and nozzle will be heated by this hot fluid heating system	Yes
3.9 The nozzle shall be designed so it diffuses/slows down the air stream at the tip to minimize overspray. The emulsion nozzle will be slotted to create a single fan of emulsion to properly coat the aggregate. The nozzle will be low voltage DC heated to prevent material build up during cold weather operation.	Yes
4.0 Engine:	
4.1 The unit will be equipped with a water cooled direct injected, diesel engine. The engine will have spin-on type oil and fuel filters. Rubber isolation engine mounts are required	Yes
4.2 The engine will be protected with an engine enclosure that is certified by the manufacturer. It will be lockable for security and provide noise reduction for operator safety The Contractor will provide a set of (3) keys	Yes
4.3 Auto shutdown protection will be provided for alternator, oil pressure coolant temperature. An hour meter and RPM gauge will be included.	Yes
4.4 The engine will be rated at no more than 74HP and be able to operate the delivery system to fill a patch with 1/4" stone @ 1100 RPM and 1 1/2 " stone at no more than 1800 RPM	Yes
4.5 Engine cover will enclose engine, battery and air compressor.	Yes

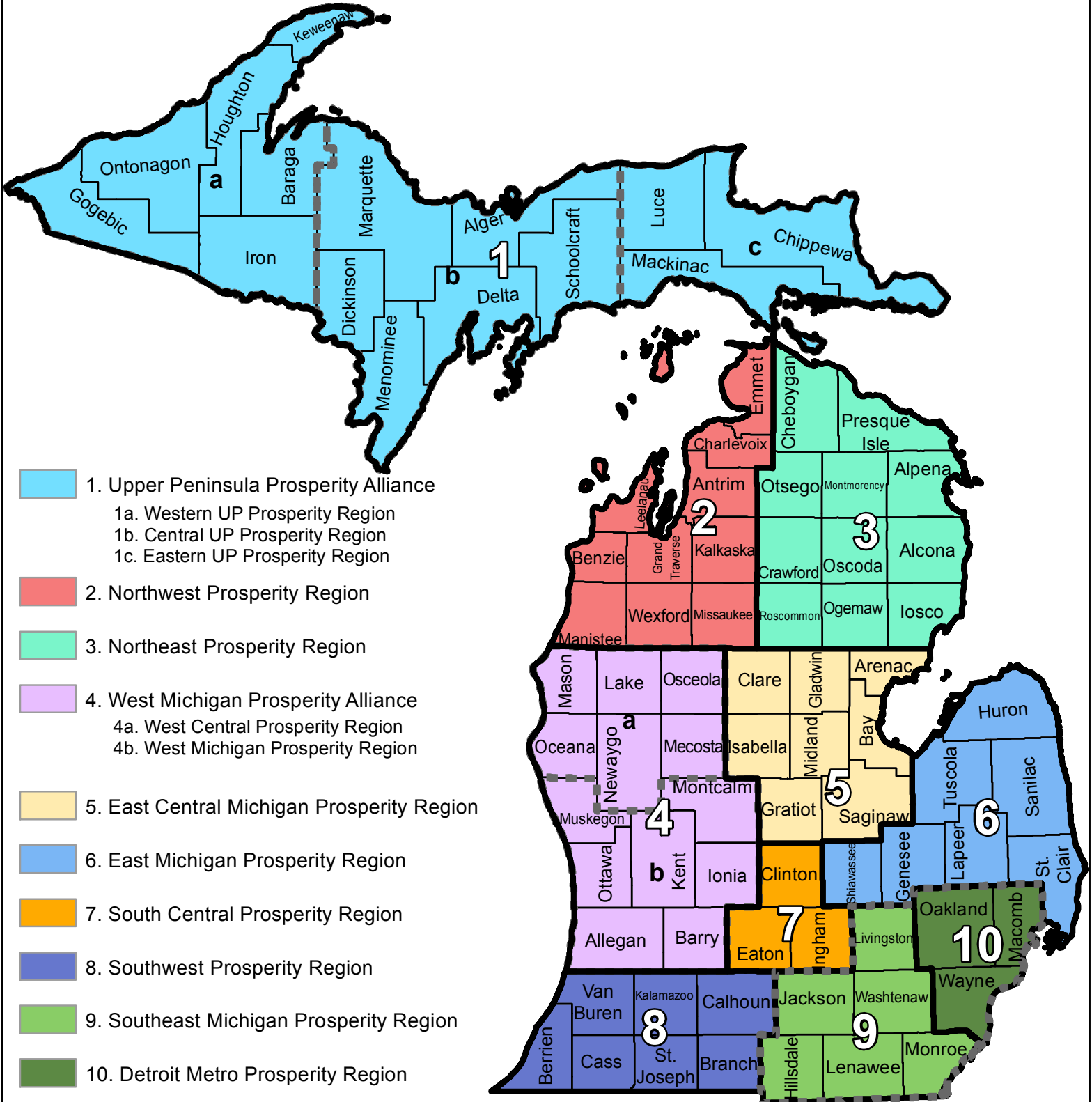
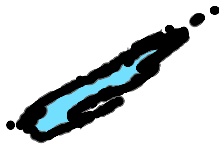
4.6	Engine controller must be accessible without having to open engine cover and contain the Hour Meter, RPM Gauge and shutdown for Oil, Water and Battery	Yes
4.7	The unit will include a minimum 18 gallon diesel fuel tank	Yes
5.0 Emulsion Flush System:		
5.1	A minimum 13 gallon pressurized vessel will be included for flushing of emulsion lines and nozzle after use. It shall be equipped with a pressure relief valve set at 110 PSI.	Yes
5.2	A clean out container will be mounted to the frame of the machine. At end of shift, operator will place wand in container to flush emulsion lines and nozzle. No disassembly and soaking of any part of the emulsion system will be necessary. The entire nozzle clean out procedure may not get emulsion or diesel on the operator. No system using a pump will be accepted.	Yes
6.0 Blower and Air Compressor:		
6.1	Blower will be rated at min. 450 CFM @ 7psi @ 1500 RPM	Yes
6.2	Lobe style blower direct driven off patcher engine.	Yes
6.3	Pop off valve set to 12 psi for protection.	Yes
6.4	Dual stage heavy duty filter element on blower intake.	Yes
6.5	Air muffler to reduce airflow noise required.	Yes
6.6	Compressor to be 15CFM minimum pressure relief to be set to 95psi	Yes
6.7	No conveyors, augers or pumps will be used in the aggregate or emulsion delivery systems.	Yes
7.0 Paint and safety decals:		
7.1	The unit shall be painted Omaha Orange Dupont Acrylic paint. It will be equipped with required safety decals and signage	Safety decals to relieve air from tank before opening fill port, no step decals, hot decals, operation decals for emulsion and clean out. Diesel decals for tanks. Blower filter service decal, service interval for engine and blower decal.
8.0 Trailer:		
8.1	The frame is to be constructed of minimum ¼" gusseted steel tube for safety and strength	Yes
8.2	A 3" towing ring that is adjustable in height from 15" to 30" high will be provided for lateral adjustability	Yes
8.3	Trailer will have radial tires, sized to accommodate the weight of the trailer, with a spare tire and wheel mounted to the trailer	Yes
8.4	Electric trailer brakes/ with brake away protection	Yes
8.5	The trailer shall have a dual axle leaf spring system and be rated at a GAWR (Gross Axle Weight Rating) of 12,000 lbs.	Yes
8.6	A directional arrow board will be mounted at the back of the machine and be selectable for left/right or both traffic control.	Yes
8.7	Fenders shall be a minimum of 12 gauge horizontal steel.	Yes
8.8	Tongue jack, rated to handle the capacity of the trailer/with caster wheel.	Yes
8.9	Provide a remote mounted camera assembly, to be shipped loose. Reference Make: ECCO Reference Model: # EC5605-WK, or equivalent Brands or trade names are for identification purposes only and do not limit the Contractor to such brands	ECCO Model #EC5605-WK
8.10	Trailer Lights Will meet Federal guidelines for approved tail, stop and turn LED type AND, wired for turn signals independent of stop lights.	Yes
8.11	Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, per MDOT standard trailer connector wiring diagram (Refer to Schedule E - Trailer Wiring Diagram).	Yes
8.12	All wires passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metal conduit. Ends of all wires shall be adequately anchored to prevent loosening. All wiring shall be properly secured to the trailer or engine by proper wiring hangers. MDOT to provide Contractor with wiring diagram	Yes
8.13	All electrical connections shall be soldered and enclosed in heat shrink or in water tight junction blocks	Yes
8.14	Scotch locks and wire nuts are NOT acceptable	Yes
#2 - Specification # C36-0026.18 Roadway Spray Crack Sealer Trailer		
Referenced Make and Model: Crafcoc 47600SC100: E-Z Series II 1000 SC Melter Applicator with Diesel fueled engine and 100 CFM Air Compressor		Cimline Model M2DHWLC
1.0 Basic Requirements:		
1.1	Melter applicator capable of heating and applying all grades of asphalt rubber sealant, asphalt fiber blends and specification hot pour crack and joint sealants.	yes
1.2	Trailer mounted and rated for highway use.	yes

1.3	Diesel powered with engine enclosure.	yes
1.4	Air Compressor shall provide 100 CFM @125psi	NO- 70CFM @ 150 PSI using Enforcer Lance
1.5	Unit will be equipped with safety shut-off on loading doors that automatically stops the agitator when the lid is opened	yes
1.6	The heat transfer oil shall bring the sealant material to application temperature with out a heat transfer pump	yes
2.0	Material Heating Tank:	
2.1	The material tank shall be round with a capacity of 265 gallons	no- 230 Gallons
2.2	Tank shall have rear discharge to the pump and rear outlet	yes
2.3	Tank shall be of a double boiler type jacket with an internal reservoir that hold 33 gallons of heat transfer oil	yes
2.4	The jacketed shall wrap around 100% of the outside of the material tank	yes
2.5	Tank and jacket shall be constructed with 3/16 inch rolled sheet steel	yes
2.6	Heating tank shall be insulated by a minimum of 1 1/2 - inch thick high temperature ceramic insulation and covered by 22 gauge steel outer wrapper.	yes
2.7	Tank shall be equipped with two low profile angled openings for material loading	yes
2.8	One opening shall be on the curb side for operator safety	yes
2.9	One opening shall be on the street side to allow the retrofit of a power loading system	yes
2.10	Material loading heights shall not be less than 56 inches	no- lower than 56 which is better
2.11	Both openings will be 14 inches by 18 inches	yes
2.12	Both openings will be hinged at the bottom to allow the material to be placed on them and closure of the lids will be the method of loading the material	yes
2.13	All melter fluid tanks shall be located no lower than deck level	yes
3.0	Heating Oil System:	
3.1	Heating oil tank design shall provide a center tower with a minimum 18 inches in height to provide efficient and uniform product heating	yes
3.2	The tank shall be built to allow no more than 12 inch's from a heated surface	yes
3.2	A plug shall be provided to allow the entire heating oil system to be drained	yes
3.4	Heat transfer oils shall be ISO grade 68	yes
3.5	A vented expansion tank shall be provided for the heat transfer oil	yes
4.0	Heating System:	
4.1	Provide a 290,000 BTU high efficiency forced air diesel fired burner at the bottom of the heat transfer tank	yes
4.2	Easily removable burner combustion box shall be provided	yes
4.3	The burner and combustion box will be insulated by high temperature flexible insulation that is resistant to damage from vibration and over the road travel	yes
4.4	Burner and combustion box shall be located toward the passenger side frame rail	yes
4.5	Ignition for the burner to be provided by a constant duty high voltage transformer, powering an electric spark ignitor	yes
4.6	Burner fuel system shall be self priming	yes
4.7	Burner fuel system shall be equipped with a shut off valve	yes
4.8	Burner fuel system shall have a removable in line filter with feed and return lines to the main tank	yes
4.9	Burner will be controlled by a thermostat control located on the rear curb side of the machine	yes
5.0	Control System:	
5.1	Integrated control system shall be provided to control engine, heating system, agitation system and application system	yes
5.2	Melter applicator shall have a thermostatic control that automatically regulates hot oil, material and hose temperature	yes
5.3	Control system shall have a digital readout and separate dial control for heat transfer oil, material and applicator temperatures	yes
5.4	Thermostatic burner control shall be provided to maintain a temperature range of 200 degrees F to 425 degrees F	yes
5.5	Single weather proof box shall be provided for temperature controls	yes
5.6	Controls will automatically start the agitation system when the material reaches 275 degrees F	yes
5.7	Controls will automatically start the hose heating system when the material temperature reaches 275 degrees F	yes
5.8	Controls will automatically start the application system when the hose temperature reaches 325 degrees F	yes
5.9	Controls will include an automated lock out of agitation system, hose heating system and application system when material temperature is below minimum operation temperature	yes
5.10	Burner will have an audible 105db alarm that will operate in the event the burner goes into a lock out mode	no Burner has safety package from Becket
5.11	A reset switch will be provided to reset the burner if it goes into a lock out mode	yes, internal to becket safety package. Key
5.12	Controller will run the engine at warm up RPM for 30 to 45 seconds, then will adjust to the standard engine idle RPM	no Programmed per ISUZU specification
5.13	Controller will raise the engine to operation RPM once the sealant temperature reaches 275 degrees F	auto idle programmed per ISUZU

5.14	Controller will automatically increase engine RPM if air compressor is activated before material reaches 275 degrees F	no
6.0	Hydraulic System:	
6.1	A hydraulic pump shall be provided to power the agitation, pumping and compressor systems	yes
6.2	Hydraulic valves shall be solenoid operated by a toggle switch and wand handle switch	yes
6.3	Hydraulic controls will allow for bi-directional operation of sealant pump and agitator	yes
6.4	Flow control valve shall be located at rear of the unit to allow operator to adjust pump operational speed	yes
6.5	All controls will be mounted at the curb side rear of the trailer for operator operation	yes
6.6	Hydraulic tank shall have a minimum capacity of 30 gallons	yes
6.7	Hydraulic tank shall be equipped with an internal 10 micron full flow filter	yes
6.8	A filter restriction indicator will be provided	yes
6.9	Tank will incorporate a sight level gauge and an oil temperature gauge mounted so it can be viewed by the operator	yes
6.10	A self contained air to oil hydraulic cooler with an electric fan shall be provided to maintain proper hydraulic oil temperature	yes
7.0	Agitation System:	
7.1	Agitator shall be powered by a direct drive hydraulic motor	yes
7.2	Hydraulic drive shall run augur at 250 ft./min tip speed	yes
7.3	Agitator hydraulic motor shall be mounted to the top of the material tank	yes
7.4	Agitator drive shaft shall be mounted vertically	yes
7.5	Agitator shall be capable of rotating in either direction	yes
7.6	Agitator shall have two opposing horizontal paddle with vertical risers	yes
7.7	Agitator paddles shall have a minimum of 513 square inches of surface area	yes
7.8	Both loading hatches shall be equipped with automatic auger shut off safety switches	yes
8.0	Drive and Drive Controls:	
8.1	Agitator and material pump shall be hydraulically driven	yes
8.2	Rotation speed of the material pump shall be controlled by adjustable hydraulic valves	yes
8.3	Material pump shall have an infinite speed control and is activated by toggle switch on the control panel and the hand wand	yes
9.0	Bi-Directional Variable Speed Pumping Unit:	
9.1	Material pump shall be a 2 inch positive displacement helical gear pump	yes
9.2	Sealant pump shall be an on demand system, which shall stop pump rotation when the sealant wand trigger in not activated	yes
9.3	Unit will be equipped with a heated enclosed insulated chamber which contains the recirculation and tank valves	yes
9.4	This chamber shall be heated by a slide gate that separates this chamber from the tank air jacket	yes
9.5	The heat chamber shall have insulated doors which are hinged and notched for the applicator hose access	yes
9.6	Heating chamber shall be large enough to provide storage for the sealant hoses	yes
9.7	A removable rear access panel shall be provided for access to the pump for maintenance and repair	yes
10.0	Sealant Hose and Applicator Wand:	
10.1	Unit shall be equipped with a non-heated hose and applicator wand	yes
10.2	Hose shall be capable of handling liquid asphalt products at temperature up to 400 degrees F at 350psi working pressure	yes
10.3	Hose shall be made of 1 inch inside diameter, insulated, rubber coated, steel braid reinforced with neoprene lining	yes
10.4	Hose and wand shall be a minimum of 23 feet in length with a working radius of 16 feet 6 inches from the center of the unit	yes
10.5	Hose shall be connected to the wand by a 360 degree swivel, which shall be rated for the working temperatures and pressures of the hose	yes
10.6	Hand wand shall be constructed of steel which can withstand the normal day to day operation of the unit	no- aluminum light weight HD
10.7	A digital read out shall be provided to show the temperature of the material being pump through the hose	yes
10.8	Material flow shall be activated by a toggle switch in the control box and shall be controlled by a ball valve on the wand and a recirculation valve	yes
11.0	Hose Support Boom:	
11.1	A 7 foot 2 inch boom shall be supplied to hold the applicator hose	yes
11.2	Boom will swivel side to side on dual pillow block bearings	no- single oil infused bearing
11.3	A hose carriage that pivots with 7 foot of horizontal linear movements on roller bearings wheels shall be provided	no-not required boom is sized correct
11.4	Boom shall have a minimum of 6 foot 6 inches of ground clearance	yes
12.0	Engine:	
12.1	The unit will be equipped with a liquid cooled, direct injected, Tier IV emission compliant diesel engine. Rubber isolation engine mounts are required	yes
12.2	The engine will have spin-on type oil and fuel filters	yes

12.3	The engine will be protected with an engine enclosure that is certified by the manufacturer. It will be lockable for security and provide noise reduction for operator safety The Contractor will provide a set of (3) keys	yes
12.4	Auto shutdown protection will be provided for, low oil pressure, high coolant temperature.	yes
12.5	The engine will be rated at 48HP @ 2350 RPM, and must be Tier IV Final emission compliant	NO 39 HP Tier 4 compliant
12.6	Engine will be 2.2L displacement	yes
12.7	Engine cover will enclose engine, battery	no battery is enclosed by own weather case
12.8	Engine shall be equipped with the following gauges, hour meter, RPM gauge, oil pressure, water temperature, volt meter and a torque percentage	no Hour meter visible, oil water and volt are switches with lights not gauges. Shutdown protection. Provided by Isuzu
12.9	Engine shall be equipped with an auto start function which preheats and starts the engine	yes
13.0	Air Compressor:	
13.1	Air compressor shall be rated 100 CFM @125 psi and be a rotary vane type compressor	no- 70 CFM
13.2	Air compressor shall be hydraulically powered	yes
13.3	Air pressure shall be controlled by a continual intake modulation, which adjusts air flow depending on user demand	yes
13.4	Air compressor maximum relief pressure shall be set to 85 psi	yes
13.5	A toroidal oil cooler shall be provided	yes
13.6	Air compressor shall be equipped with a high temperature shut down	yes
13.7	Unit shall be supplied with 50 foot of 3/4 air hose with Chicago style quick couplers on each end	yes
13.8	A shelf shall be provided for hose storage	yes
13.9	A cold air lance shall be provided	yes
13.10	A 360 degree swivel shall be provided between the air hose and the cold air lance	yes
13.11	A safety shut off valve shall be provided in the air system which will restrict the air flow in the event of air hose breakage	yes
14.0	Paint and safety decals:	
14.1	The unit shall be painted manufactures standard color, paint shall be a Dupont two part epoxy.	yes
14.2	Unit will be equipped with all required safety decals and signage	yes
15.0	Trailer:	
15.1	The frame will be constructed out hot rolled steel channel with minimum dimensions of 5 inches depth, .325 inch web thickness with 1.885 inch flange width	yes 5" tubular steel with double wall
15.2	The channels shall be cold formed with the flanges on the outside so there is a one piece frame member	yes
15.3	A 3" towing ring that is adjustable in height from 14" to 32" high will be provided for lateral adjustability	yes
15.4	Trailer will have radial tires, sized to accommodate the weight of the trailer, with a spare tire and wheel mounted to the trailer	yes
15.5	Electric trailer brakes/ with brake away protection shall be provided	yes
15.6	Trailer will have dual independent rubber torsional suspension with a minimum capacity of 5200 pounds each	yes
15.7	A swing away tongue jack, rated to handle the capacity of the trailer will be provided.	yes
15.8	Trailer Lights, will meet Federal guidelines for approved tail, stop and turn LED type AND, wired for turn signals independent of stop lights.	yes
15.9	Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, per MDOT standard trailer connector wiring diagram (Refer to Schedule D - Trailer Wiring Diagram).	yes
15.10	Unit shall be equipped with a Class 1 mast mounted strobe light	yes
15.11	All wires passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metal conduit. Ends of all wires shall be adequately anchored to prevent loosening. All wiring shall be properly secured to the trailer or engine by proper wiring hangers	yes
15.12	All electrical connections shall be soldered and enclosed in heat shrink or in water tight junction blocks	yes
15.13	Scotch locks and wire nuts are NOT acceptable	yes

State of Michigan Prosperity Regions

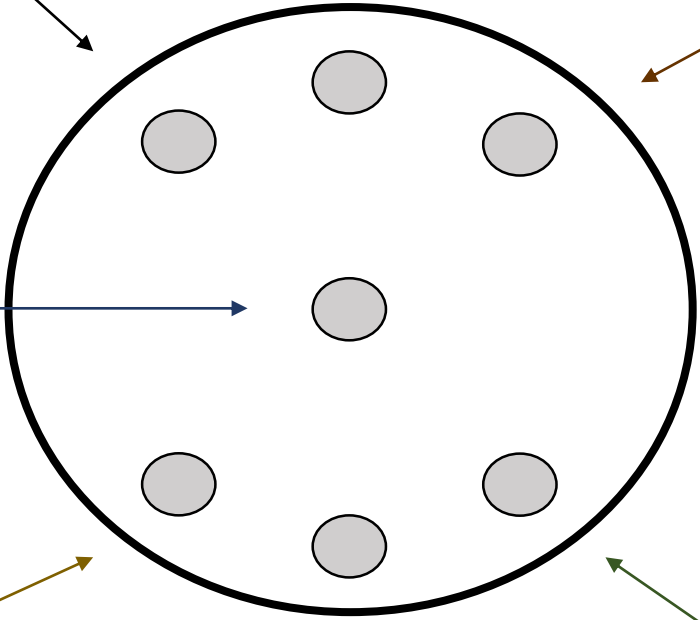


#2 – Black Key-On Power Terminal

#1 – White Ground Return to Towing Vehicle

#6 – Brown Tail Lamp, Three-Bar Marker Lamps and Other Clearance or Marker Lamps

#7 – Blue Electric Brakes



#3 – Yellow Left Turn Directional, Disability and Stop

#4 – Red Stop Lamps (Required for 4-Lamp System)

#5 – Green Right Turn Directional, Disability and Stop



(Use Std J560 Connector)
All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)



DURAPATCHER

P 2



1. Clean



2. Tack



3. Fill



4. Coat



A permanent patch in 4 easy steps:

Patch in almost any weather conditions and eliminate labor intensive, poor performing patches with the DuraPatcher 4 step process.

- 1. Clean:** Use High Volume Low Pressure air to clean the patch of debris.
- 2. Tack:** Prep the patch with a coating of emulsion.
- 3. Fill:** Inject emulsion coated aggregate and fill pothole.
- 4. Coat:** Apply a light coating of clean aggregate and open to traffic.

Low Maintenance/Hi-Performance:

The DuraPatcher air-driven system utilizes virtually no moving parts in the delivery system. No augers, conveyors or other wear parts are required making it the most reliable in the industry. Aggregate is gravity fed from the tow vehicle completing the worry-free package. The system will deliver aggregate up to 2.5 inches in diameter without plugging or adjustment.

Ergonomic No-stress boom: The 3 piece boom design provides the ultimate in support for the operator moving the delivery hose. The boom/slide system easily moves throughout the entire 18 foot working radius allowing for smooth patching anywhere in the work zone.

Vent-Flo nozzle: The specially designed Vent-Flo nozzle properly coats the aggregate with the right amount of emulsion regardless of aggregate size. The mix is applied at an angle to the repair allowing maximum placement and best operator safety. The vent holes diffuse/slow down the air stream to minimize rock overspray and maximize placement into the repair.

800-328-3874



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Vent-Flo nozzle with optional heater



Gravity feed delivery



Large temperature gauge



Ergonomic No-Stress boom



Over night heating system



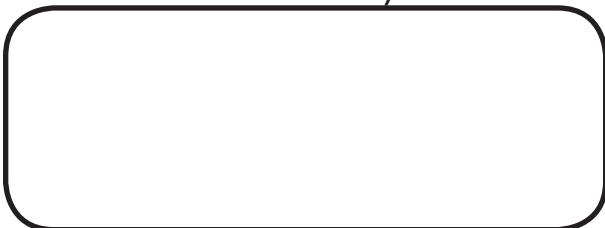
Hitch adjusts for height and distance

SPECIFICATIONS:

Emulsion Capacity (US gallons):	250
Aggregate Capacity:	N/A
Engine:	74HP IT4 Diesel
Heating Method (overnight):	Electric Blanket
Heat Rating (watts):	2 x 1500 W
Tank Insulation:	R 15
Blower:	450 CFM at 1500 RPM, 10 PSI
GVWR (lbs):	10,400
GAWR (lbs):	2 x 6000
Axle/Suspension:	2 (leaf spring)
Brake Type:	Electric
Clean Out:	15 gallons
Fuel Capacity:	18 gallons
Trailer Construction:	2" x 6" x 1/4" rectangular tube
Drain Valve:	3 in.
Temperature Gauge:	5 in.
Dimensions (l x w x h):	194" x 96" x 91"
Shipping Weight (lbs):	5,560
Warranty:	Two Year Limited

Due to continuous improvement, specifications are subject to change without notice.

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Other Products from CPMG



Truck Mounted Models



Emulsion Storage



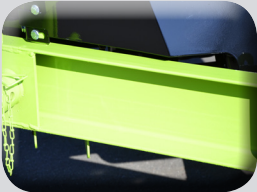
Crack Sealers

FULL PRODUCT LINE



800-328-3874

MAGMA STANDARDS



2" x 6" Frame



Engine Monitor



LED Lighting



Lowest Height Largest door



Torsion axles



Performance Tank Design



The reputation of the MAGMA for simple, safe, sustainable operation lives on with the MAGMA M Series which marks a new chapter for Cimline with signature safety green paint. Going green means more than a paint color change as the MAGMA comes standard with lower emissions, lower fuel consumption and quieter operation for a better work environment. MAGMA's most popular features of low-profile design, high production and easy to use operator features continue to make Cimline the leader in crack sealing.

ERGONOMIC SIMPLICITY: MAGMA offers the highest levels of operator comfort with a completely redesigned delivery system. The No-Stress boom swivels around the heated sealing hose unlike any other machine, minimizing hose stress and providing industry leading operating range. Add the new heated wand option for even better comfort and ease of use.

COMMUNITY AND OPERATOR FRIENDLY: The clean Tier IV compliant Diesel engine runs at lowest possible RPM for the best combination of performance and fuel economy. The standard noise abatement muffler when combined with the engine cover option reduces noise levels up to 40% when compared to other models.

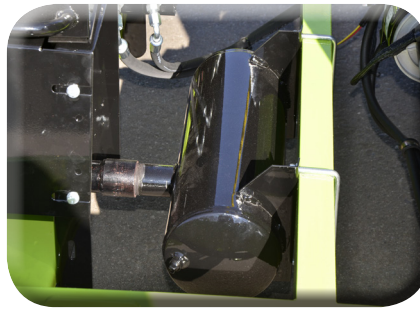
SIMPLE-SEAL CONTROLLER:

Simple-Seal is the next generation of digital control providing the easiest operation yet. Simply set the mode switch to "RUN". When the (3) Green LED's come on, start working. At the end of the day set mode switch to "CLEAN OUT" run for 2 minutes and set mode switch to "OFF". The control box never needs to be opened for normal operation.





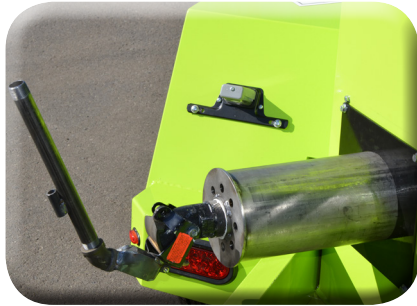
Stress-free boom rotates around hose



40% noise reduction when combined with optional engine cover and insulation kit



Electric heated wand option



Optional heated draw-off option



Optional engine cover



Optional rotary screw air compressor

SPECIFICATIONS:

	MAGMA M1**	MAGMA M2**	MAGMA M4
Material Capacity US Gallons (liters)	150 (568)	230 (871)	410 (1552)
Engine (HP)	25 Diesel 40 Compressor Model	25 Diesel 40 Compressor Model	25 Diesel 40 Compressor Model
Heating Method	Diesel	Diesel	Diesel
Heat Rating (BTUs)	250,000	290,000	400,000
Material Pump GPM (LPM)	20 (76)	20 (76)	20 (76)
GVWR lb. (kg)	5200 (2359)	6840 (3103)	9520 (4318)
GAWR lb. (kg)	7000 (3175)	7000 (3175)	10,000 (4536)
Axles/Suspension	1 (torsion type)	2 (torsion type)	2 (torsion type)
Brake Type	Electric*	Electric*	Electric*
Loading Height in. (mm)	50 (1270)	48 (1219)	54 (1372)
Loading Doors	Single Curbside	Dual	Dual
Fuel Capacity gal. (liters)	33 (125)	33 (125)	33 (125)
Hydraulic Oil Capacity gal. (liters)	33 (125)	33 (125)	33 (125)
Heat Transfer Oil gal. (liters)	22 (83)	30 (114)	40 (151)
Dimensions L x W x H in. L x W x H mm	156 x 82 x 93 4318 x 2134 x 2337	170 x 79 x 92 4191 x 2210 x 2286	185 x 90 x 90 4698 x 2286 x 2286
Shipping Weight lbs. (kg)	4,120 (1,869)	4,540 (2050)	5,420 (2459)
Warranty	ONE YEAR BUMPER TO BUMPER		



M1 without pump



M1 with Pump



M2 with pump



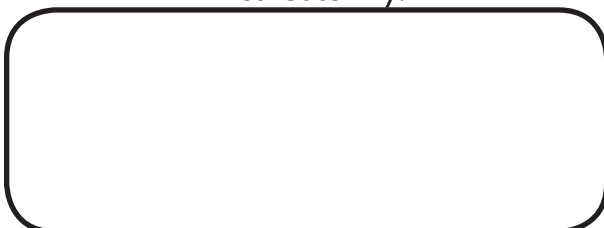
M4 dual hose, dual pump and conveyor

Due to continuous improvement, specifications are subject to change without notice.

*Also available with surge brakes.

**Also available without pump.

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OPTIONS THAT PERFORM:

Build the new MAGMA to meet your requirements with a wide variety of safety, performance, and efficiency options. Now customization is even easier with the M Series. Build your MAGMA by checking option boxes below.



M4 shown with dual hose, double pumps and powered conveyor.

Capacity



M1
150 gallons



M2
230 gallons



M4
410 gallons

Pump or No-Pump



Pump



No-Pump

Integrated Air Compressor



Add



Heat Lance



Hose Reel

Compressor only available on pump models

Heated or Non-heated Sealing Hose



Heated



Non-heated

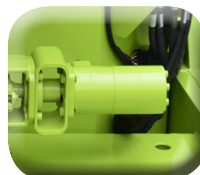
Performance Options



M4 Dual Hose



M4 Dual Pump



Hi-Flow Motor



Large Cabinet

Sealing Tips



2.5" Swivel



4.5" Swivel



1/8" & 1/4" Concrete



Sealing Shoe



2.5" Fixed



4.5" Fixed



L & R Lap Joint

Select additional options for convenience and operation such as sealing tips, sealing wands, lighting options and many more. See your local distributor for a complete listing.

Sealing Wands



Standard Wand



Heated Wand Not available with large cabinet

Strobe on Mast



Single Dual

Lighting and Safety Options



Arrow Bd.



M4 Work Lights



Fire Ext.

Engine Cover



Std. Insulated

Machine Options



Agitator Stop



Draw Off



Air Blow Out
Only available with non heated hose

Conveyor



Powered Manual

Other Options



Hitch Ext.
Included with conveyor option



Tool Box



Mounted Spare

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Price and Data Pages

25-Jan-18

Call or Email Sales Department for Discounts and Availability.
Prices and Specifications subject to change without notice or obligation.

** Any freight quoted by CPMG is valid for 10 days from date of quotation. **

Cimline: (763) 694-2665 | F: (763) 557-1971

Duraco: (601) 932-2100 | F: (601) 936-6039

Web: www.cimlinepmg.com

Email address for PO: customercareorders@plymouthind.com

YouTube <https://www.youtube.com/user/cimline1>

DURAPATCHER



CPMG | 2601 Niagara Ln N | Plymouth, MN 55447



Effective January 25, 2018

All M Series Products FOB Plymouth, MN 55447

Cimeline M Series:

Cimeline value shows through with its standard equipment.

- Tier 4 25HP liquid cooled Isuzu diesel engine
- Rubber torsion axle(s)
- Pintle Hitch 2.5" Standard
- 20 GPM Material Pump
- Diesel burner
- Auto / Manual control operation
- On Demand pump override for material flow
- Flow Control to provide smooth material delivery with variable delivery range
- Simple Seal Controller with RUN / CLEAN OUT / MIX / OFF modes
- 33 gallon diesel and hydraulic tanks with easy to read gauges
- M4 Units Updated Plumbing and Pum Circuits 2018



Skid Mount assemblies available in M1

Part Number	Model	Description	Factory List
Base Models			
301426	M1NP	150 Gallon, No Pump	\$ 31,250.00
301393	M1D	150 Gallon, Diesel, NON Heated Hose	\$ 49,000.00
301390	M1DH	150 Gallon, Diesel, Heated Hose	\$ 51,500.00
301391	M1DW	150 Gallon, Diesel, Heated Aluminum Wand	\$ 52,500.00
301392	M1DHL	150 Gallon, Diesel, Heated Hose, Large Rear Cabinet	\$ 53,500.00
301454	M1DHWL	150 Gallon, Diesel, Heated Wand, Large Rear Cabinet	\$ 54,500.00
301397	M1DHC	150 Gallon, Diesel, Heated Hose, Compressor	\$ 68,000.00
301398	M1DWC	150 Gallon, Diesel, Heated Aluminum Wand, Compressor	\$ 69,000.00
301399	M1DHLC	150 Gallon, Diesel, Heated Hose, Large Rear Cabinet, Compressor	\$ 70,000.00
301455	M1DWLC	151 Gallon, Diesel, Heated Wand, Large Rear Cabinet, Compressor	\$ 71,000.00
301458	M1NPS	150 Gallon, Diesel, NO Pump, Skid Mount	\$ 30,750.00
301437	M1DHS	150 Gallon, Diesel, Heated Hose, Skid Mount	\$ 49,250.00
301438	M1DWS	150 Gallon, Diesel, Heated Wand, Skid Mount	\$ 50,250.00
301439	M1DHCS	150 Gallon, Diesel, Heated Hose, Compressor Skid, Mount	\$ 65,750.00
301440	M1DWCS	150 Gallon, Diesel, Heated Wand, Compressor, Skid Mount	\$ 66,750.00
301427	M2NP	230 Gallon, NO Pump	\$ 36,000.00
301396	M2D	230 Gallon, Diesel, NON Heated Hose	\$ 56,000.00
301389	M2DH	230 Gallon, Diesel, Heated Hose	\$ 58,500.00
301394	M2DW	230 Gallon, Diesel, Heated Aluminum Wand	\$ 59,500.00
301395	M2DHL	230 Gallon, Diesel, Heated Hose, Large Rear Cabinet	\$ 60,500.00
301456	M2DWL	230 Gallon, Diesel, Heated Wand, Large Rear Cabinet	\$ 61,500.00
301401	M2DHC	230 Gallon, Diesel, Heated Hose, Compressor	\$ 75,000.00
301402	M2DWC	231 Gallon, Diesel, Heated Aluminum Wand, Compressor	\$ 76,000.00
301403	M2DHLC	230 Gallon, Diesel, Heated Hose, Large Rear Cabinet, Compressor	\$ 77,000.00
301457	M2DWLC	231 Gallon, Diesel, Heated Wand, Large Rear Cabinet, Compressor	\$ 78,000.00
301499	M4D	410 Gallon, Diesel, Non Heated Hose	\$ 59,500.00
301497	M4DH	410 Gallon, Diesel, Heated Hose	\$ 66,500.00
301498	M4DW	410 Gallon, Diesel, Heated Aluminum Wand	\$ 67,500.00
301502	M4DC	410 Gallon, Diesel	\$ 73,500.00
301500	M4DHC	410 Gallon, Diesel, Heated Hose, Compressor	\$ 81,500.00
301501	M4DWC	410 Gallon, Diesel, Heated Aluminum Wand, Compressor	\$ 82,500.00
301505	M4DP	410 Gallon, Diesel, Non Heated Hose, Dual Pump	\$ 72,000.00
301503	M4DHP	410 Gallon, Diesel, Heated Hose, Dual Pump	\$ 85,500.00
301504	M4DWP	410 Gallon, Diesel, Heated Aluminum Wand, Dual Pump	\$ 87,500.00



Effective January 25, 2018

All M Series Products FOB Plymouth, MN 55447

Cimeline M Series Options:

Optimize you equipment for productivity.

- Trailer hitch type, plug, and extension
- Rubber torsion axle(s)
- Traler plug type
- High flow material pump
- Aluminum heated wand
- Dengine Enclosure
- LED arrow board
- Power Conveyor
- Work lights
- Integrated heat lance
- Spare parts kit



Many more to choose from

Part Number	Model	Description	Factory List
Trailer Options			
408333		Spare Tire and Mount M1	\$ 600.00
408332		Spare Tire and Mount M2	\$ 600.00
408334		Spare Tire and Mount M4	\$ 700.00
409128		Pintle Hitch M Series	Pick
409129		2 5/16" Ball Hitch M Series	Pick
404146		7 Way Trailer Plug Installed (round pin)	Pick if not RV
409421		6 Pin Round trailer Plug (small)	Pick if not RV
409251		Hydraulic Surge Brakes M2	\$ 2,950.00
409261		Hydraulic Surge Brakes M1	\$ 2,950.00
409262		Hydraulic Surge Brakes M4	\$ 2,950.00
407556		Contained Battery Break-Away(Engine Battery Break Away Standard)	\$ 500.00
407022		Breaker Box Option (Circuit Breakers for Trailer circuit)	\$ 500.00
409125		29" Hitch Extension M Series	\$ 750.00
409115		10 lb. Fire Extinguisher	\$ 500.00
404692		Fire Extinguisher Assembly 20lb M4 Only	\$ 675.00
408077		Auto Shutdown Switch	\$ 650.00
408618		Stainless Steel Battery Box	\$ 350.00
Melter Options			
301244	No Pump	Engine Cover M1DN, M2DN	\$ 1,750.00
409127		Engine Cover, Magma M Series, Non-compressor, All	\$ 2,250.00
409126		Engine Cover, Magma M Series, Compressor, All	\$ 2,250.00
408030		No Engine Enclosure (Rock Guard Radiator)	\$ 200.00
407873		Hose Reel Upgrade, Requires Compressor, All	\$ 900.00
409127		Engine Cover, Magma M Series, Non-compressor, All	\$ 2,250.00
405585		Agitator Stop on Loading Door, M1	\$ 750.00
404378		Agitator Stop on Loading Doors, M2 / M4	\$ 1,000.00
409247		Air Blow Out Assembly, M1 / M2 /M4 single pump	\$ 700.00
409146		Gravity Material Draw Off Option, M1 / M2	\$ 600.00
409653		Gravity Material Draw Off Option, M4	\$ 850.00
408767		Dual Worklights with Single Telescopic Mast Mount, M4	\$ 1,200.00
407231		Dual Strobe Light Assembly, All	\$ 1,400.00
407455		Single Strobe Light Assembly, All	\$ 625.00
409117		LED Flashing Arrow Board, M1 / M2	\$ 2,500.00
407908		LED Flashing Arrow Board, M4	\$ 2,500.00
407983		Operator Horn Communication from Wand, All	\$ 550.00
ABP		All Black Paint Option	\$ 1,000.00
SPC		Special Paint Color Option	\$ 1,250.00



Effective January 25, 2018

All M Series Products FOB Plymouth, MN 55447

Cimline M Series Options:

Optimize you equipment for productivity.

- Trailer hitch type, plug, and extension
- Rubber torsion axle(s)
- Traler plug type
- High flow material pump
- Aluminum heated wand
- Dengine Enclosure
- LED arrow board
- Power Conveyor
- Work lights
- Integrated heat lance
- Spare parts kit



Many more to choose from

Part Number	Model	Description	Factory List
Machine Options Continued			
407545		Overnight Heater Probe, 150VAC, 1500W	\$ 800.00
407513		Hydraulic Service Indicator Installed	\$ 80.00
404644		Fuel Water Seperator Filter, Engine Diesel	\$ 625.00
408740		Steel Slow Moving Sign, All	\$ 250.00
408327		High Flow Material Option (Hyd Motor Change) M1 / M2 / M4	\$ 100.00
409415		Additional Material Thermometer, Tank Mount, All	\$ 200.00
155266		Ignition Key, Isuzu, M Series	\$ 20.00
409227		Engine Cover Insulation Kit Installed	\$ 500.00
403527		Tool Box, All	\$ 250.00
409403		Power Conveyor Loading System, M1	\$ 12,000.00
409123		Power Conveyor Loading System, M2 / M4	\$ 12,000.00
409420		Manual Conveyor Loading System, M1	\$ 7,750.00
409124		Manual Conveyor Loading System, M2 / M4	\$ 7,750.00
408356		Spare Parts Kit, On Board Mounted, M Series	\$ 1,300.00
Quick Service Items			
200622		Heated Hose Assembly 18', Ship Out Parts	\$ 3,550.00
200526		Heated Hose Assembly Standard 22', Ship Out Parts	\$ 3,700.00
155865		Aluminum Heated Wand Assembly, Ship Out Parts	\$ 1,650.00
407861		Standard Wand Assembly, Ship Out Parts	\$ 1,550.00
170469		High Flow Material Hydraulic Motor, Ship Out Parts	\$ 650.00
406599		Filter Servcie Kit M Series Non Compressor	\$ 225.00
407537		Filter Servcie Kit M Series Compressor	\$ 550.00
409186		Burner / Chamber Maintenance Kit with HTO M4 or 410	\$ 1,750.00
409185		Burner / Chamber Maintenance Kit with HTO M1/M2 or 150 / 230	\$ 1,400.00
Hot Air Lance			
409279		Integrated Heat Lance Upgrade, M1 / M2 NO HOSE REEL	\$ 5,500.00
406574	L50HS IGN	HotShot Lance Kit, 60ft. Hose Assy	\$ 5,000.00
404859		Hot Rod Wand Assembly, No Hoses, 60CFM to 90CFM	\$ 2,400.00
404941		Wheel Kit	\$ 250.00
Cold Air Lance			
154856		Enforcer Cold Air Lance for 70CFM Compressor Optimization	\$ 400.00
** Tips and Shoes**			
403162		Sealing Disk, 4.5" , 3/4" NPT Inlet Rigid Angle	\$ 75.00
403137		Sealing Disk 2.5", 3/4 NPT Horse Shoe Pivot	\$ 125.00
407233		Sealind Disk with Swivel, 4.0", 3/4" NPT Inlet	\$ 125.00
407232		Sealind Disk with Swivel, 2.5", 3/4" NPT Inl	\$ 125.00



Effective January 25, 2018

All M Series Products FOB Plymouth, MN 55447

Cimline M Series Options for Ship Out:

Ship Out Kits ready to bolt on to your current M series Melter

- Hitches
- Engine Enclosures
- Safety Lights
- Gravity Draw Off
- Spare Tire with Mount
- Fire Extinguishers
- And many more....



Part Number	Model	Description	Factory List
Ship Out Options for Your M Series Machine			
409735X		Dust Control Kit Router, R2 and PCR 30, ship out kit	\$ 1,850.00
200639X		Control Box Cover M Series Ship Out	\$ 400.00
409126X		Engine Cover, Magma M Series, Compressor, Ship Out	\$ 2,250.00
409127X		Engine Cover, Magma M Series, Non-compressor, Ship Out	\$ 2,250.00
404692X		Fire Extinguisher Assembly 20lb M4 Only, Ship Out	\$ 675.00
407231X		Dual Strobe Light Assembly, Ship Out	\$ 1,400.00
407455X		Single Strobe Light Assembly, Ship Out	\$ 625.00
408327X		High Flow Material Option (Original Returned New) M1 / M2 / M4, Ship	\$ 100.00
408332X		Spare Tire and Mount M2, Ship Out	\$ 600.00
408333X		Spare Tire and Mount M1, Ship Out	\$ 600.00
408334X		Spare Tire and Mount M4, Ship Out	\$ 700.00
409115X		10 lb. Fire Extinguisher, M Series, Ship Out	\$ 500.00
409125X		29" Hitch Extension M Series, Ship Out	\$ 500.00
409128X		Pintle Hitch M Series, Ship Out	\$ 150.00
409129X		2 5/16" Ball Hitch M Series, Ship Out	\$ 150.00
409146X		Gravity Material Draw Off Option, M1 / M2, Ship Out	\$ 600.00
409147X		Air Blow Out Assembly, M1 / M2 /M4 single pump, Ship Out	\$ 700.00
409493X		Exhaust Dampner Kit, M4 Only, Ship Out	\$ 425.00



Effective January 25, 2018

All C Series Products FOB Plymouth, MN 55447

Cimeline C Series Melter / Mastic Combination Machine:

Cimeline's innovation in preservation meets the road.

- Tier 4 liquid cooled Isuzu diesel engine
- Rubber torsion axle(s)
- Pintle hitch
- 20 GPM material pump
- Diesel burners
- Crack seal and mastic patch with the same unit
- Variable speed control for sealant and aggregate flow
- Simple Seal Control Box
- Auger agitation with full sweep agitator
- Heated material delivery chute
- Heated material hose



Mix a variety of polymer modified stone matrix patch material - "Mastic"

Part Number	Model	Description	Factory List
Base Models			
301484	C1DH	150 Gallon Melter/Mastic, Diesel Fired, Diesel Engine, Heated Hose	\$ 85,000.00
301485	C1DW	150 Gallon Melter/Mastic, Diesel Fired, Diesel Engine, Heated Wand	\$ 86,000.00
Options C Series			
409128		Pintle Hitch M Series	Pick
409129		2 5/16" Ball Hitch M Series	Pick
404146		7 Way Trailer Plug Installed (round pin)	Pick if not RV
409421		6 Pin Round trailer Plug (small)	Pick if not RV
409692		Engine Cover, C1	\$ 1,250.00
407975		Tailgate Box Kit Additional (1 included in base at NC)	\$ 400.00
403527		Tool Box, All	\$ 250.00
409117		LED Flashing Arrow Board, M1 / M2	\$ 2,500.00
407545		Overnight Heater Probe, 150VAC, 1500W	\$ 800.00
407455		Single Strobe Light Assembly, All	\$ 625.00
409115		10 lb. Fire Extinguisher	\$ 500.00
408356		Spare Parts Kit, On Board Mounted, M Series	\$ 1,300.00
405585		Agitator Stop on Loading Door, M1	\$ 750.00
407983		Operator Horn Communication from Wand, All	\$ 550.00
403526		Jack with Swivel Caster	\$ 525.00
407022		Breaker Box Option (Circuit Breakers for Trailer circuit)	\$ 500.00
408740		Steel Slow Moving Sign, All	\$ 250.00
404925		Work Light Boom Mounted	\$ 375.00
407513		Hydraulic Service Indicator Installed	\$ 80.00
409415		Additional Material Thermometer, Tank Mount, All	\$ 200.00
ABP		All Black Paint Option	\$ 1,000.00
SPC		Special Paint Color Option	\$ 1,250.00



Effective January 25, 2018

All R and K Series Products FOB Plymouth, MN 55447

Cimline R Series Pavement Routers and K series Emulsion Kettles:

Cimline Routers now with Standard Dust Control Kit.

- Powerful Kohler engine
- Optimal cut control for consistent depth

Quality trailer and tank design on the K Series tack kettles

- Quick access vented manhole cover
- Removable tank top
- Single S type flue tube for efficiency on the K2
- Spray bar attachment available
- Electric start option
- Skid mount K2 available
- Standard outfire protection on burners



Part Number	Model	Description	Factory List
Routers, Options, and Service Items			
301508	R3C	R3 Dust Suppressing Router with Cut Control	\$ 16,500.00
301509	R3	R3 Dust Suppressing Router	\$ 15,750.00
301460	K2S	Tack Kettle, 250 Gallon, Propane Heat, Gas Engine, Skid	\$ 15,000.00
404184		Digital Tachometer / Hour Meter	\$ 275.00
404587		Gauge Kit Includes: Amp Meter, Oil Pressure	\$ 700.00
152660		Carbide Router Bit Set (6 Bits Included in Set)	\$ 575.00
418322		Replacement Pins 5" Long for PCR-30 Series	\$ 15.50
152657		Replacement Spacers (1 ea.) (72 For Full Replacement)	\$ 2.25
418333		Drum Halves (1 ea.) (2 For Full Replacement)	\$ 650.00
**Emulsion Tack Kettles			
301469	K2	Tack Kettle, 250 Gallon, Propane Heat, Gas Engine, Trailer	\$ 16,500.00
301460	K2S	Tack Kettle, 250 Gallon, Propane Heat, Gas Engine, Skid	\$ 15,000.00
301478	K5	Tack Kettle, 500 Gallon, Propane Heat, Gas Engine, Trailer	\$ 20,500.00
409128		Pintle Hitch M Series	Pick
409129		2 5/16" Ball Hitch M Series	Pick
** Options Tack Kettle**			
407545		Overnight Heater Probe, 150VAC, 1500W	\$ 800.00
300861	K5	8' Spray Bar System Upgrade TK500	\$ 2,400.00
300805	K2	8' Spray Bar System Upgrade TK250 (not available on skid)	\$ 2,400.00
403527		Tool Box, All	\$ 250.00
407056		Slow Moving Sign, Mounted	\$ 240.00
403525		10 lb. Fire Extinguisher, Mounted	\$ 500.00
405724	K5	2nd. 100 lb. Bottle Rack, TK500T Only	\$ 750.00
407092		Electric Start Option	\$ 2,150.00
408450		Hour Meter	\$ 240.00
408405		Basket Strainer K Series	\$ 250.00



Effective January 25, 2018

All P Series Products FOB PEARL, MS 39208

DuraPatcher P2 trailer, P3 truck mount, and P4 roll-off:

DuraPatcher is the market leader and innovator in spray injection

- Heat blanketed emulsion tanks for gentle heat
- Heat trace emulsion valves and lines to spray tip
- Vent flow nozzle
- 250 gallon emulsion tank standard
- Air venturi design
- No moving augers for rock flow
- Removable clean out tank
- Standard 3" drain valve
- Stress free tri-fold boom design
- Most successful and longest lasting patching method *SHRP*



Part Number	Model	Description	Factory List
Base P2 and P3			
301275	P2	Spray Patcher, 250 Gallon, Trailer Mount	\$ 77,500.00
301278	P3	Spray Patcher, 250 Gallon, Truck Mount (Skid base)	\$ 97,500.00
155668		Factory Mounting on new Truck 125DJTM	\$ 2,500.00
999160		Factory Mounting on used Truck	POR
999130		Special Paint, Sherwin-Williams Brands, Trailer Mount	\$ 1,000.00
999140		Special Paint, Sherwin-Williams Brands, Truck Mount	\$ 1,250.00
** Options P2 and P3**			
408432	P2	Torsion Bar Axles with ST235-80R16 Load Range D Tires	\$ 2,000.00
408144		Crack Filling Attachment with 25' Hose and Recoil Reel	\$ 2,000.00
408845		Tank Contents Gauge, 250 Gallon Tank	\$ 600.00
408433		LED Lighting Package, Includes Arrowboard and Strobe	\$ 1,100.00
408434		Spare Tire Kit for Trailer Mount Only	\$ 750.00
155694		Tool Box, Trailer Only	\$ 450.00
155653		Tool Box, Side Mount, All Truck Mounts	\$ 900.00
408435		300 Gallon Tank, Replaces the 250 Gallon Tank	\$ 5,800.00
408498		5 lb. Fire Extinguisher	\$ 475.00
408494		10 lb. Fire Extinguisher	\$ 500.00
408606		20 lb. Fire Extinguisher	\$ 650.00
130566		Single Strobe Light (Non-LED)	\$ 400.00
407815		Electronic Throttle Package	\$ 1,500.00
408080		12 Volt Nozzle Heater et	\$ 400.00
130758	P3 P5	Rear View Camera	\$ 1,000.00
408438		30"x60" ArrowBoard (in lieu of standard), Truck Mount	\$ 3,950.00
408680		30 x 60 Electric Fold LED ArrowBoard, Trailer Only	\$ 8,500.00
408637		No Arrow Board Option Deduction	\$ (400.00)
408085	P4 Option	DuraHook Lift System (SwapLoader), Truck Mount Only	POR
408437		Strobe Light Cab Mount, All Truck Mounts	\$ 1,000.00
408638		Water Separator Fuel Filter, RACOR	\$ 700.00
408605		Vandalism Package, All P-Series Patchers	\$ 900.00
408314		Pull Tarp Hopper Cover, Manual, All Truck Mounts	\$ 4,200.00
408436		Water Flush Package	\$ 2,250.00
408313		Hook-Up Kit Electrical Additional (1 included in base at NC)	\$ 400.00
407975		Tailgate Box Kit Additional (1 included in base at NC)	\$ 400.00
408506		Install Kit, Truck Mount (needed if NOT factory mounting)	\$ 1,200.00
EXPFEE		Export Packaging Fee for Containerized Orders	\$ 650.00



Effective January 25, 2018

All P Series Products FOB PEARL, MS 39208

DuraPatcher P5 truck mounted 1 man patcher

When operator safety and 1 man operation are the priority

- Heat blanketed emulsion tanks for gentle heat
- Heat trace emulsion valves and lines to spray tip
- Vent flow nozzle
- 300 gallon emulsion tank standard
- Air venturi design
- No moving augers for rock flow
- New cab control joystic and LCD operator interface
- Tri-fold boom design folds and stores flush to bumper
- Kenworth Chassis with nation wide service network
- Most successfull and longest lasting patching method *SHRP*



Part Number	Model	Description	Factory List
P5 Base Model			
301274	P5	DuraMaxx One Operator Patcher	\$ 165,000.00
** P5 Host Chassis**			
155663	K370	Kenworth COE K370 Chassis Ready for P5 Install (NO DISCOUNT AVAIL)	\$ 75,000.00
OPTIONS P5			
408314		Pull Tarp Hopper Cover, Manual, All Truck Mounts	\$ 4,200.00
408083		Aggregate Hopper Heater, All Truck Mounts	\$ 1,150.00
408080		12 Volt Nozzle Heater et	\$ 400.00
130758	P3 P5	Rear View Camera	\$ 1,000.00
155653		Tool Box, Side Mount, All Truck Mounts	\$ 900.00
408437		Strobe Light Cab Mount, All Truck Mounts	\$ 1,000.00
408145	P2 P3 P5	Crack Filling Attachment with 25' Hose and Recoil Reel	\$ 2,000.00
408438		30"x60" ArrowBoard (in lieu of standard), Truck Mount	\$ 3,950.00
408439		30"x60" LED ArrowBoard (in lieu of standard), Truck Mount	\$ 4,750.00
408493		DuraMaxx Drip Tank	\$ 950.00
408194		Hydraulic Hopper Covers, Steel	\$ 6,500.00
408845		Tank Contents Gauge, 250 Gallon Tank	\$ 600.00
DMOPT01		Outside Purchase Upfit Charge / Kenworth K370 or Peterbilt Chassis	\$ 12,000.00



Effective January 25, 2018

All T Series Products FOB PEARL, MS 39208

DuraPatcher T Series Storage Tanks:

Optimize your material costs and patching productivity!

- 1000 Watt electrical blankets standard. No probes
- Robust design with 1/4" carbon steel tank
- Timed material temp and agitation system on vertical tanks
- Material tanks calibrated in 100 gallon increments
- Ground level grease to agitation system
- 24" Inspectin door on vertical tanks
- Heated load and off load valves on vertical tanks
- Safe ground level loading and off loading
- Ladder with heavy duty manway and rail
- Optional OSHA approved tank platform



Part Number	Model	Description	Factory List
Horizontal Storage Tanks			
301288	T1SNP	1,000 Gallon Skid Mount Tank with No Pumping System	\$ 20,500.00
301289	T1ST	1,000 Gallon Skid Mount Tank with Pumping System	\$ 26,000.00
408129	1T	1,000 Gallon Trailer Mount Tank with Pumping System	\$ 34,250.00
408422		LED Trailer Light Package	\$ 400.00
Vertical Storage Tanks			
408291	T3	3,000 Gallon Tank with Agitator and Manway (4 ets std)	\$ 50,500.00
408289	T4		
408286	T5	5,000 Gallon Tank with Agitator and Manway (4 ets std)	\$ 60,000.00
408301	T6	6,000 Gallon Tank with Agitator and Manway (6 ets std)	\$ 64,000.00
408299	T7	7,000 Gallon Tank with Agitator and Manway (6 ets std)	\$ 68,250.00
408295	T8	8,000 Gallon Tank with Agitator and Manway (6 ets std)	\$ 80,250.00
408292	T10	10,000 Gallon Tank with Agitator and Manway (8 ets std)	\$ 88,000.00
Vertical Tank Options			
408678		Emulsion Pump, 200 GPM, 10 HP, Installed	\$ 14,000.00
408677		Northern Heating Kit, (2) Add'l Heat ets for Cold Climate	\$ 2,250.00
TOPT01		Extended Stand Legs, 3' Extension, Includes Ladder to Valves	\$ 3,650.00
TOPT02		UL Approved Electrical Panel (in lieu of standard)	\$ 5,200.00
TOPT03		NEMA 4 Electrical Box (in lieu of standard)	POR
TOPT04		Overflow Pipe for Tank, Available for 5,000T to 10,000T	\$ 4,750.00
TOPT05		Double-Wall Storage Tank	POR
408679		High Temp Heater Probe Package	\$ 9,000.00
155627		12' Unloading Hose (in lieu of standard 8')	\$ 300.00
155628		15' Unloading Hose (in lieu of standard 8')	\$ 350.00
408600		Level Alarm Package	\$ 1,600.00
408601		Lightning Protection	\$ 1,600.00
406644		5HP Gas Engine and Pump Package	\$ 3,500.00
409366		Stationary Tank Valve Platform, 4'x4'x5' Tall, Stairs, and Rails. OSHA 29 CFR 1910	\$ 4,500.00