Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

October 12, 2009

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B5200246
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Brian Erler **(616) 942-1674**
Hertz Equipment Rental **5500 36th Street** **Grand Rapids, MI 49512** **Email BErler@hertz.com**	VENDOR NUMBER/MAIL CODE **(001)** BUYER/CA (517) 373-6327 **Mary Ostrowski**
Contract Compliance Inspector: Dan Smith **Equipment Rental - MDOT**	
CONTRACT PERIOD: From: **May 30, 2005** To: **May 30, 2010**	
TERMS **Net 30**	SHIPMENT **1 – 2 Days ARO**
F.O.B. **Delivered and Picked up**	SHIPPED FROM **Various Locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGES:

Effective immediately, pricing on all current contracted rental rates is hereby REDUCED 12% on all new rental orders. The new pricing (per attached Item Listing, six (6) pages) is effective through May 30, 2010.

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

AUTHORITY/REASON:

Per Vendor email (Frank Calderaro) dated October 6, 2009 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $850,000.00

ITEM LISTING

Category A. Aerial Equipment:

Mobile Platform: Self propelled, controlled from platform. Electric, gas, or diesel. Height options: 14' to 40'. Primarily used for building maintenance operations. Ceiling painting, insulating, furnace repair and installations, electrical work i.e., installation of overhead lighting.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		500lbs	2033 JLG Platform 2004	$61.60	$61.60	$61.60	$347.60

Bucket Trucks: Insulated and non-insulated. Height options: 40' to 70'. Dual controls: able to control bucket operations from inside bucket and from ground. To be mounted on truck chassis with 14" platform body or greater. Used for sign maintenance and replacement, bridge maintenance, forestry operations. Primarily as a backup to existing MDOT fleet for emergency situations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		500 lbs	Hi Ranger SFA48P	$387.20	$387.20	$387.20	$3476.00

Category B. Air Equipment:

Air Compressor: 185 cfm, 250 cfm, and 375 cfm towable units. Diesel powered, 100 to 125 psi discharge pressure. Used for bridge maintenance, sandblasting operations, painting, emergency joint repair, concrete joint replacements, crack sealing, etc.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	185 cfm	$61.60	$61.60	$61.60	$440.00
		_____	250 cfm	$105.60	$105.60	$105.60	$836.00
		_____	375 cfm	$105.60	$105.60	$105.60	$836.00

Category C. Compaction & Paving:

Roller: Tandem Steel Drum. Three different types (1 ton with transport trailer, 2 ton vibratory and 4-6 ton). Diesel powered. Roll over protection. Articulating and non-articulating. Drum widths 40” to 60”. Pneumatic Tire Compactors: 10 ton (minimum), 65” drum width (minimum). Diesel powered. Roll over protection.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	1 ton BOMAG BW90AD	$154.00	$154.00	$154.00	$1012.00
		_____	2 ton I-R DD22	$215.60	$215.60	$215.60	$1232.00
		_____	3 ton I-R SD70	$303.60	$303.60	$303.60	$2578.40

Category D. Concrete & Masonry Equipment:

Concrete Saw: Walk behind, self propelled, 65 h.p. Gas engine, 30” and 36” diameter blade capacity. Used for sawing concrete and bituminous pavement for joint replacement and/or stress relief.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____		$101.20	$101.20	$101.20	$902.00

Category E: Cranes

Truck Mounted Crane: 10, 11, 12, 14, and 15 Ton units. Boom lengths 55’ to 62’. Must meet all applicable motor carrier regulations. Used for setting signs and bridge maintenance and repair.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	10 ton National S65C	$281.60	$281.60	$281.60	$2904.00
		_____	11 ton National	$281.60	$281.60	$281.60	$2904.00
		_____	12 ton National	$281.60	$281.60	$281.60	$2904.00
		_____	14 ton National	$281.60	$281.60	$281.60	$2904.00
		_____	15 ton National	$281.60	$281.60	$281.60	$2904.00

Category F: Earthmoving Equipment:

Bulldozer: Track Units, 50 – 100 h.p. , Diesel powered, 6 way tilt blade, power shift, blade widths 6' to 9'. John Deere 350, 450, 550, 850 or approved alternate. Standard track and wide track units with roll over projection. Used for right of way clearing, ditch clean-out, sand and gravel stockpiling, right of way fence repair, rehabilitation projects.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	JDS50 04	$321.20	$321.20	$321.20	$2508.00

Loader: Track loader: 1-2 yd. Capacity. Diesel powered. Power lift. Roll over protection. John Deere 455 G and 555 G or approved alternate. Wheel loader: articulated. 1.5 yd. 2.5 yd. Bucket capacity. Diesel powered. Roll over protection. Enclosed cap. Pneumatic tires. Optional: ACS coupler system with quick detach bucket and forks. Used for loading salt, sand and gravel. Used for right of way fence repair, removal of concrete joints during joint replacement operations, setting catch basins and culverts, tree removal, and other various trunk line maintenance operations. Emergency operations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	JDS55 04	$352.00	$352.00	$352.00	$2816.00

Backhoe: Diesel Powered. Enclosed cab Roll over protection. Digging depths: 14', 16', 18'. Loader buckets: 1 – 1/5 yd. Capacity. 24" standard trenching bucket. Extend-a-hoe models up to 23' reach. 4 wheel drive. 60" ditching bucket. Wain-Roy knuckle. John Deere 310C and 510C or approved alternate. Used for ditching and trenching operations. Used for loading of aggregates. Setting catch basins and culverts.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	14' JD310 STD	$154.00	$154.00	$154.00	$1276.00
		_____	16' JD310 4X4	$162.80	$162.80	$162.80	$1496.00
		_____	18' JD310 4X4 EXT	$198.00	$198.00	$198.00	$1672.00

Skid Steer Loader: ¼ to ½ cu. Yd. Bucket capacity. Pneumatic tires. 30-50 h.p. Diesel engine. Roll over protection. John Deere 7775 or Case 184C or approved license. Attachment to include (but not limited to) cold planer, earth auger, broom, demolition hammer, forks. Used for loading of aggregates. Used with attachments for: auguring holes for guard rail and sign posts, sweeping of bike paths, snow removal in rest areas and car pools, bump grinding, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
4.		_____	Bobcat 763	$114.40	$114.40	$114.40	$924.00

Excavators: Diesel powered. 15' to 26' digging depth. 60" to 72" ditching bucket. Track units. 50-220 h.p. Roll over protection. Option: Wain-Roy Knuckle. John Deere 490 to John Deere 690 or approved alternate. Used for ditching operations.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
5.		_____	JD120LC	$286.00	$286.00	$286.00	$3080.00
Mini Excavators: Diesel powered, 7' to 10' digging depth, 13-40 h.p. and roll over protection. Used for cleaning of expressway edge drains and small ditching operations.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
6.		_____	Melroe 331	$220.00	$220.00	$220.00	$1584.00
6a.			John Deere 590	$478.72	$478.72	$478.72	$3080.00

Category G: Electric Equipment

Generator: Portable units: 6000 watt. Electric start gas or diesel engine. 120/240 volts. 41/20 amps. Trailer mounted units. Diesel power. 2" ball hitch or pintle. 15-100 kW. To supply AC power for trunk line maintenance operations such as: guardrail repair, concrete joint replacement, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	Wacker 6000 Watt	$48.40	$48.40	$48.40	$360.80

Light Tower: 4000 watt. Diesel powered. Trailer mounted. Tower extendable to 30'. To provide lighting for night work on trunk line under traffic restrictions.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	Wacker 4K Watt	$48.40	$48.40	$48.40	$360.80

Welder: Towable or skid mounted. Gas or diesel powered. Electric start. 200-500 amps. Generator capability. Leads and clamps included (positive and ground). Used for welding on-site (i.e. bridge repair equipment at site of breakdown, etc.)							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	Biller Big 40	$57.20	$57.20	$57.20	$440.00

Category H: Trucks & Trailers

1 Ton Dump Truck: 3-4 cubic yard dump. 2 WD. Automatic transmission (preferred). Diesel powered (preferred). Used for various trunk line maintenance operations including; chip sealing, pothole patching, washouts, small graveling operations, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	F-150 Ford	$132.00	$132.00	$132.00	$1130.80

Single Axle Dumps: 6 cubic yard capacity. Automatic transmission preferred 5 or 6 speed acceptable. Diesel powered. Used for various trunk line maintenance operations including chip sealing, graveling operations, hauling of rip rap on bridge deck renovations, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	F-800 Ford	$176.00	$176.00	$176.00	$1372.80

Tandem Axle Dumps: 12 cubic yard capacity. Automatic transmission preferred 10 or 12 speed acceptable. Diesel powered. Used for hauling of gravel spoils from ditch clean-out operations, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	LT9000	$488.40	$488.40	$488.40	$3080.00

Trailer: Various GVW ratings: 5000 # GVW to 20,000# GVW units to be tilt bed or supplied with folding ramps. Larger units to be beaver tail with fold down ramps. Equipped with electric or air brakes. Adjustable hitch heights. Used for transporting of equipment and supplies.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
4.		_____	Trail King TK20	$57.20	$57.20	$57.20	$484.00

Category I: Forestry Equipment

Brush Chipper: 12" Minimum in feed chute (17" preferred). Diesel powered. Electric brakes. Pintle hitch/adjustable hitch height. Height adjustable, 360 Degree discharge chutes and 85" dimension from feed rollers to ground. Used for chipping brush from tree removal, tree-trimming operations or for storm cleanup.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	Varmeer BC1000XL	$198.00	$198.00	$198.00	$2640.00

Category J: Work Zone Safety Items

Arrow Boards: 4 X 8 board. 15 bulbs. Sequential. Score board flaps. Plastic coated frames. Trailer mounted. Trailer equipped with electric brakes and 2" ball hitch. Diesel powered, battery powered, or solar powered all acceptable. Used for lane closures.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	Almond Arrow Board	$35.20	$35.20	$35.20	$132/3 yr commitment

Delivery Cost:	1st 50 miles is $50.00 $1.00 per additional mile		

All Delivery Cost shall be based upon delivery from closest Contractor branch to requesting MDOT facility.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

June 2, 2009

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B5200246
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Brian Erler **(616) 942-1674**
Hertz Equipment Rental **5500 36th Street** **Grand Rapids, MI 49512** **BErler@hertz.com**	VENDOR NUMBER/MAIL CODE **(001)** BUYER/CA (517) 373-6327 **Mary Ostrowski**
Contract Compliance Inspector: Dan Smith **Equipment Rental - MDOT**	
CONTRACT PERIOD: From: **May 30, 2005** To: **May 30, 2010**	
TERMS **Net 30**	SHIPMENT **1 – 2 Days ARO**
F.O.B. **Delivered and Picked up**	SHIPPED FROM **Various Locations**
MINIMUM DELIVERY REQUIREMENTS	
N/A	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGES:

Effective immediately this Contract is hereby EXTENDED one (1) year from May 30, 2008 to May 30, 2010.

The Buyer for this Contract is changed to Mary Ostrowski.

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

AUTHORITY/REASON:

Per Vendor email (Eva Teggart for Brian Erler) dated May 22, 2009 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $850,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

March 6, 2008

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B5200246
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Brian Erler **(616) 942-1674**
Hertz Equipment Rental **5500 36th Street** **Grand Rapids, MI 49512** **BErler@hertz.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 **Lisa Morrison**
Contract Compliance Inspector: Dan Smith **Equipment Rental - MDOT**	
CONTRACT PERIOD: From: **May 30, 2005** To: **May 30, 2009**	
TERMS **Net 30**	SHIPMENT **1 – 2 Days ARO**
F.O.B. **Delivered and Picked up**	SHIPPED FROM **Various Locations**
MINIMUM DELIVERY REQUIREMENTS	
N/A	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGES:

Effective immediately this Contract is hereby EXTENDED one (1) year from May 30, 2008 to May 30, 2009.

The Buyer for this Contract is changed to Lisa Morrison.

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

AUTHORITY/REASON:

Per Vendor email (Brian Erler) dated February 26, 2008 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $850,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

June 10, 2005

NOTICE OF CONTRACT NO. 071B5200246 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR	TELEPHONE Brian Erler **(616) 942-1674**
Hertz Equipment Rental **5500 36th Street** **Grand Rapids, MI 49512**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2619 **Seleana L. Samuel**
Contract Compliance Inspector: Dan Smith **Equipment Rental - MDOT**	
CONTRACT PERIOD: From: **May 30, 2005**	To: **May 30, 2008**
TERMS **Net 30**	SHIPMENT **1 – 2 Days ARO**
F.O.B. **Delivered and Picked up**	SHIPPED FROM **Various Locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

This Contract is Extended to Local Units of Government.

The terms and conditions of this Contract are those of ITB # 071I5200026 this Contract Agreement and the vendor's quote dated November 18, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $850,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B5200246
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Brian Erler **(616) 942-1674**
Hertz Equipment Rental **5500 36th Street** **Grand Rapids, MI 49512**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2619 **Seleana L. Samuel**

Contract Compliance Inspector: Dan Smith
Equipment Rental - MDOT

CONTRACT PERIOD: From: **May 30, 2005** To: **May 30, 2008**

TERMS	SHIPMENT
Net 30	**1 – 2 Days ARO**
F.O.B.	SHIPPED FROM
Delivered and Picked up	**Various Locations**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:
This Contract is Extended to Local Units of Government.

The terms and conditions of this Contract are those of ITB # 071I5200026 this Contract Agreement and the vendor's quote dated November 18, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $850,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I5200026. Orders for delivery of equipment will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Hertz Equipment Rental Firm Name	Signature
Authorized Agent Signature	**William C. Walsh, CPPB ,Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Acquisition Services** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. 071B5200246
Hertz Equipment Rental

Buyer Name: Seleana L. Samuel
Telephone Number: 517-241-2619
E-Mail Address: samuels1@michigan.gov

MDOT EQUIPMENT RENTAL

Article1 – Statement of Work (SOW) **1**
1.0 Introduction 1
1.001 PROJECT TITLE AND DESCRIPTION **1**
1.002 PROJECT CONTROL **1**
1.004 COMMENCEMENT OF WORK (RESERVED) **1**
1.1 Product Quality 1
1.101 SPECIFICATIONS **1**
1.103 QUALITY ASSURANCE PROGRAM **2**
1.104 WARRANTY FOR PRODUCTS OR SERVICES **2**
1.2 Service Capabilities 2
1.201 CUSTOMER SERVICE/ORDERING **2**
1.202 TRAINING **2**
1.203 REPORTING **2**
1.205 SECURITY **3**
1.3 Delivery Capabilities 3
1.301 TIME FRAMES **3**
1.302 MINIMUM ORDER **3**
1.303 PACKAGING (RESERVED) **3**
1.304 PALLETIZING (RESERVED) **3**
1.305 DELIVERY TERM (RESERVED) **3**
1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION **3**
1.4 Project Price 3
1.401 PRICE TERM **3**
1.5 Quantity term (RESERVED) 3
Article 2 – General Terms and Conditions **4**
2.0 Introduction 4
2.001 GENERAL PURPOSE **4**
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR **4**
2.003 NOTICE **4**
2.004 CONTRACT TERM **4**
2.005 GOVERNING LAW **5**
2.006 APPLICABLE STATUTES **5**
2.007 RELATIONSHIP OF THE PARTIES **5**
2.008 HEADINGS **6**
2.009 MERGER **6**
2.010 SEVERABILITY **6**
2.011 SURVIVORSHIP **6**
2.012 NO WAIVER OF DEFAULT **6**
2.013 PURCHASE ORDERS **6**
2.1 Vendor/Contractor Obligations 6
2.101 ACCOUNTING RECORDS **6**
2.102 NOTIFICATION OF OWNERSHIP **6**
2.103 SOFTWARE COMPLIANCE (RESERVED) **7**
2.104 ADMINISTRATIVE FEE **7**
2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) (RESERVED) **7**
2.106 PREVAILING WAGE (RESERVED) **7**
2.107 PAYROLL AND BASIC RECORDS **7**
2.108 COMPETITION IN SUB-CONTRACTING **7**
2.109 CALL CENTER DISCLOSURE (RESERVED) **7**
2.2 Contract Performance 7
2.201 TIME IS OF THE ESSENCE **7**
2.202 CONTRACT PAYMENT SCHEDULE (RESERVED) **7**
2.203 POSSIBLE PROGRESS PAYMENTS (RESERVED) **7**
2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (RESERVED) **7**
2.205 ELECTRONIC PAYMENT AVAILABILITY **8**
2.206 PERFORMANCE OF WORK BY CONTRACTOR (RESERVED) **8**

2.3 Contract Rights and Obligations 8
2.301 INCURRING COSTS 8
2.302 CONTRACTOR RESPONSIBILITIES 8
2.303 ASSIGNMENT AND DELEGATION 8
2.304 TAXES 8
2.305 INDEMNIFICATION 9
2.306 LIMITATION OF LIABILITY 11
2.307 CONTRACT DISTRIBUTION 11
2.308 FORM, FUNCTION, AND UTILITY 11
2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION 11
2.310 PURCHASING FROM OTHER STATE AGENCIES (RESERVED) 11
2.311 TRANSITION ASSISTANCE 11
2.312 RESERVED 11
2.313 RESERVED 11
2.314 WEBSITE INCORPORATION 12
2.4 Contract Review and Evaluation 12
2.401 CONTRACT COMPLIANCE INSPECTOR 12
2.402 PERFORMANCE REVIEWS 12
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS 12
2.5 Quality and Warranties 12
2.501 PROHIBITED PRODUCTS 12
2.502 QUALITY ASSURANCE 13
2.503 INSPECTION 13
2.504 GENERAL WARRANTIES (goods) 13
2.505 CONTRACTOR WARRANTIES (RESERVED) 13
2.506 STAFF (RESERVED) 13
2.507 RESERVED 13
2.508 EQUIPMENT WARRANTY 13
2.509 RESERVED 14
2.6 Breach of Contract 14
2.601 BREACH DEFINED 14
2.602 NOTICE AND THE RIGHT TO CURE 14
2.603 EXCUSABLE FAILURE 14
2.7 Remedies 15
2.701 CANCELLATION 15
2.702 RIGHTS UPON CANCELLATION 16
2.703 LIQUIDATED DAMAGES 16
2.704 STOP WORK (RESERVED) 17
2.705 SUSPENSION OF WORK (RESERVED) 17
2.8 Changes, Modifications, and Amendments 17
2.801 APPROVALS 17
2.802 TIME EXTENTIONS 17
2.803 MODIFICATION 18
2.804 AUDIT AND RECORDS UPON MODIFICATION 18
2.805 CHANGES 18
CONTRACT INFORMATION SHEET 19
ITEM LISTING 23

ATTACHMENT

Equipment List

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This Contract is an "Optional Use" Contract for equipment rental for use by the Michigan Department of Transportation (MDOT). However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

1.002 PROJECT CONTROL

Project Control

The Contractor will carry out this project under the direction of MDOT.

1.004 COMMENCEMENT OF WORK (RESERVED)

1.1 Product Quality

1.101 SPECIFICATIONS

This agreement provides for rental of equipment by MDOT statewide. The Contractor shall provide equipment such as that which is demonstrated in the attached equipment category listing. However, this agreement is not limited solely to that equipment. All equipment offered for rental by the Contractor should be available for rental by MDOT.

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.

All rental 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 of the rental equipment will provide written documentation guaranteeing compliance with all safety standards. The Contractor shall provide written documentation attesting to 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.

Equipment items rented from the Contractor shall be no more than four years old. Quantities specified, if any, are estimates and the State is not obligated to purchase in these or any other quantities.

A. Rental time Periods

Contractor shall have multiple levels of rental time periods, with different prices associated with each period.

B. Availability and Delivery of Equipment

Equipment shall be available on a statewide basis. All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order. Emergencies will be responded to within 1 (one) to 6 (six) hours. Equipment shall be available as both F.O.B. Delivered and F.O.B. Pick-up. No premium rates will be charged for delivery after normal business hours. A delivery location could literally be anywhere in the State, depending on the project location. Rental equipment items shall be fully fueled and operational at the time of pick-up or delivery. The Contractor will be required to perform a walk-around inspection of the equipment when picked up or delivered as well as when the equipment is returned. The Contractor and MDOT representative will be required to sign the inspection sheet.

MDOT will be responsible for refueling all equipment rented when returned.

C. Maintenance/Service

The Contractor will be responsible for all maintenance/ service that may be required to keep any equipment being rented by MDOT operational.

There shall be no additional charges for maintenance/service on equipment being rented by MDOT. Routine maintenance, preventative maintenance, and repairs will be the responsibility of the Contractor.

Manufacture recommended scheduled maintenance and normal equipment wear and tear is included in the price of the rental rate.

Equipment shall be serviced according to manufacturer specifications. Equipment will automatically prompt the end user for service requirements. The Contractor will track equipment scheduled for service as well as retain complete lifetime service records of all equipment.

1.103 QUALITY ASSURANCE PROGRAM

Contractor will maintain a Dedicated Product Support Department to ensure proper function of rented equipment.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Contractor will perform all warranty support and service on equipment. If the warranty repair **requires that the piece of equipment be out of service, the Contractor will provide a replacement.**

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Acquisition Services, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

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

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

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

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

1.202 TRAINING

The Contractor shall provide training to MDOT for any item that is rented. The training must take place at the time the equipment is delivered or when it is picked up at the Contractors location by MDOT. Training must cover safety and any operating instructions that are specific to that make and model of equipment. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge. All training must be documented by a representative of the Contractor and by a MDOT employee.

1.203 REPORTING

The Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.205 SECURITY

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

The State may decide to perform a security background check on Contractor's employees who make frequent deliveries to State of Michigan facilities. If so, Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may also be required).

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within two (2) calendar days/48 hours after receipt of order

1.302 MINIMUM ORDER

There is no minimum order requirement or minimum rental period for any equipment to be included on this Contract.

1.303 PACKAGING (RESERVED)

1.304 PALLETIZING (RESERVED)

1.305 DELIVERY TERM (RESERVED)

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PRICE TERM

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

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

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

The postmark date on the Contract Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision), which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

1.5 Quantity term (RESERVED)

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is an "Optional Use" Contract for **MDOT Rental Equipment** for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by MDOT on the Purchase Order Contract Release Form

Local units of Government may also use this Contract and issue orders.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

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

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Acquisition Services and the listed Contract administrator

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

Department of Management and Budget
Acquisition Services
Attn: Seleana L. Samuel
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) (241-2619)
samuels1@michigan.gov

2.003 NOTICE

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

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately May 30, 2005 through May 30, 2008.

Option. The State reserves the right to exercise 2 one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

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

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 (sixty) days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

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

2.006 APPLICABLE STATUTES

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

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

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

2.009 MERGER

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

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this Contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.

2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Acquisition Services or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE (RESERVED)

2.104 ADMINISTRATIVE FEE

Hertz Equipment Rental will pay the State of Michigan a 2% annual Administrative Fee on all rental sales throughout the life of this Contract. Checks for payment of Administrative Fee to the State should be made payable to the State of Michigan and sent to:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

In addition, reports shall be submitted to me for the period covered by the check. The report shall include the date of the check, amount of the check, and the volume of sales the user Administrative Fee is based upon for the State of Michigan.

2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) (RESERVED)

2.106 PREVAILING WAGE (RESERVED)

2.107 PAYROLL AND BASIC RECORDS

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.109 CALL CENTER DISCLOSURE (RESERVED)

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

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

2.202 CONTRACT PAYMENT SCHEDULE (RESERVED)

2.203 POSSIBLE PROGRESS PAYMENTS (RESERVED)

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (RESERVED)

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. The Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR (RESERVED)

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

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

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that Contractor provided in the bid.

2.304 TAXES

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

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

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

2.305 INDEMNIFICATION

General Indemnification

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

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.

2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

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

Code Indemnification

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

Indemnification Obligation Not Limited

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

Continuation of Indemnification Obligation

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

Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

2.306 LIMITATION OF LIABILITY

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

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY

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

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 PURCHASING FROM OTHER STATE AGENCIES (RESERVED)

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 30 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

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

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

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

Dan Smith
Michigan Department of Transportation
Bureau of Highways – Executive Division
Automotive and Equipment Fleet Administration
2522 West Main Street Lansing, MI 48917
Phone: (517) 334-7767
Fax: (517) 334-7840
E-Mail: smithd4@michigan.gov

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

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

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

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

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

2.503 INSPECTION

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

2.504 GENERAL WARRANTIES (goods)

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

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

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

2.505 CONTRACTOR WARRANTIES (RESERVED)

2.506 STAFF (RESERVED)

2.507 RESERVED

2.508 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 1 (one) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

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

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

2.602 NOTICE AND THE RIGHT TO CURE

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

2.603 EXCUSABLE FAILURE

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

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional

payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

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

B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of the Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If the Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

C. Reservation of Rights (RESERVED)

D. End of Contract Transition (RESERVED)

E. Transition out of this Contract (RESERVED)

2.703 LIQUIDATED DAMAGES

A. The Michigan Department of Transportation, Automotive & Equipment Division and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the Michigan Department of Transportation, Automotive & Equipment Division that the actual damages to the Michigan Department of Transportation, Automotive & Equipment Division as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The Michigan Department of Transportation, Automotive & Equipment Division and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the Michigan Department of Transportation,

Automotive & Equipment Division as a result thereof. Accordingly, in the event of such damages, at the written direction of the Michigan Department of Transportation, Automotive & Equipment Division, the Contractor shall pay the Michigan Department of Transportation, Automotive & Equipment Division the indicated amount as liquidated damages, and not as a penalty. Amounts due the Michigan Department of Transportation, Automotive & Equipment Division as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the Michigan Department of Transportation, Automotive & Equipment Division from any money payable to the Contractor pursuant to this Contract. The Michigan Department of Transportation, Automotive & Equipment Division will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the Michigan Department of Transportation, Automotive & Equipment Division deducts such sums from money payable to the Contractor. No delay by the Michigan Department of Transportation, Automotive & Equipment Division in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

B. The Contractor shall not be liable for liquidated damages when, in the opinion of the Michigan Department of Transportation, Automotive & Equipment Division, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

C. Liquidated damages will be assessed as follows:

If the rental equipment is not delivered or ready for use on or before the scheduled delivery date, the Contractor shall pay to the State and/or Local Unit of Government, as fixed and agreed, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days in lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of the Purchase Order/Departmental Contract Release Form unit cost per item.

If the delay is more than thirty 30 calendar days, then by written notice to the Contractor, the State and/or Local Unit of Government may terminate the right of the Contractor to deliver, and may obtain substitute equipment. In this event, the Contractor shall be liable for liquidated damages in the amounts specified above until acceptable substitute equipment is delivered, ready for use, or for 30 days from the scheduled delivery date, whichever occurs first.

2.704 STOP WORK (RESERVED)

2.705 SUSPENSION OF WORK (RESERVED)

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENTIONS

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

2.803 MODIFICATION

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

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

2.804 AUDIT AND RECORDS UPON MODIFICATION

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

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

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

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

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

CONTRACT INFORMATION SHEET

Rental Time Periods

Standard Use Hours
Day = 8 hours
Week = 40 hours
Month = 160 hours

Overtime (per hour after Standard Use)
Overtime is only charged after cumulative Standard Use hours have been exceeded.
Day = 1/16th Day rate Week = 1/80th Week rate Month = 1/320th Month rate.

Availability and Delivery of Equipment

Turn around time
Hertz Equipment Rental Company (HERC) will provide equipment within 48 hours of request. If the equipment is not available at a certain branch, HERC will use fleet pooling to pull equipment from various branches or source equipment from a local third party (only at the request of MDOT).

Maintenance/Service

HERC's implementation of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Each piece of equipment is given an "inspection sticker". HERC's automated service schedule prompts HERC to maintenance the equipment every 90 days, 2000 miles or 200 hours of service, whichever comes first. This service is provided on site and is completed in approximately one hour.

Tire Services
Tire repairs or replacement, outside of normal wear and tear, will be charged to the State.

Tire Replacement
Part of HERC pre/post rental inspection includes tire inspection. If abnormal/excessive tire wear, cuts or slashes exist tires will then be replaced.

Over-The Road Vehicles

As mandated by the state (hours of use, miles, % of tread wear)
or
Insufficient thread depth, cuts, slashes or abnormalities

In-Plant Equipment

Manufacturer recommendations
or
Insufficient thread depth, cuts, slashes or abnormalities

Emergency Service Orders
After Hours Emergency Equipment Service is available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year at all HERC locations. Each HERC branch utilizes radio dispatch, portable phones and a beeper service to provide customers with twenty four (24) hour access to HERC Managers and Shop Supervisors for immediate attention to equipment issues.

Process

- MDOT can call the HERC servicing branch.
- Branch phone is forwarded to an answering service.
- A branch representative, on a rotating basis, is required to leave his/her pager number for the answering service to contact.
- The emergency service page is put through to the representative by the answering service.
- HERC Representative takes appropriate action to service account.

Preventive Maintenance

"Preventive Maintenance Inspection Form" - completed by a HERC mechanic each time maintenance is performed.

"Safety Damage Sheet" - completed upon delivery/return of a piece of equipment, with a copy given to MDOT and one kept by HERC. MDOT operators are responsible for, and will be trained to perform, an operator inspection, prior to daily use including: Checking all fluid levels (any excessive loss or shortage of fluid should be reported to HERC immediately). Checking pressures and condition of tires, battery fluid, charge levels, and daily grease of all fittings

Preventive Maintenance is done to ensure the equipment is maintained in good operating order. Proper personnel and parts/supplies will be provided to support this program. All of our branches have the capability to perform mobile maintenance functions through mobile service vehicles and factory-trained personnel.

Product Quality

Check In Tag Procedure

As part of standard Branch procedure, upon pickup or return of equipment, a Check-In Tag procedure is implemented to ensure proper service / repairs are made to the equipment. This identifies units on the yard needing service and also those available to rent.

Quarterly Service - Performed every 200 hours or 6000 miles. Service consists of inspecting safety related equipment, fluids, changing engine oil and filters, tuning engine and performing an operational check while under load. Hydraulic oil is cleaned, filters replaced, pressure flow checks performed and disassembly of some parts.

MDOT will be responsible for daily service such as checking fluid levels, lubrication, pressure, visual inspection and condition of tires, battery, etc.

MDOT is responsible for repairs that occur due to MDOT negligence.

Quality Assurance Program

Dedicated Product Support Department:

This department is in charge of maintaining the proper function of the equipment. Some of their duties include:

- Flag equipment requiring recall and safety modification
- Manage and ensure the equipment is properly functioning under branch level

Warranty Service
HERC would perform all warranty support and service on equipment. If the warranty repair requires that the piece of equipment is out of service, HERC will provide a replacement piece.

Ordering Process and Customer Service
Equipment Ordering
To be connected to the closest branch call 1-888-777-2700
You may also contact the Sales Representative (Brian Erler) through email at berler@HERC.com

At the time of ordering, the following information will be required:
Specify the name of your company
Location name (Location where equipment is to be used)
Billing Address
Employee Name, Telephone # & Employee ID #
Region and Division Name
Purchase Order Number
Required Date and Return Date/Length Of Rental
Equipment Required and Specific Specs
Specific Delivery Instructions

Emergency Rentals
For emergency rentals equipment can be delivered or picked up without a purchase order number. MDOT has two (2) working days to forward a complete purchase order number. If a number is not received HERC will notify our MDOT management. A decision will then be made to release, continue, or pickup the equipment.

Training
HERC will provide “familiarization” of the equipment. Formalized training may be provided at an additional charge.

Reporting
E-Commerce/ Management Reporting
Real-time customer reporting system to enable customers the ability to view/print reports through a secure Internet connection.

- Reports available on-line in printable format
- Access to reporting 24/7

Special Programs
RPO / RTO
Rental Purchase Option / Rent-To-Own
Two programs exist as an avenue to apply rental charges towards equity in ownership of equipment. Details to specific RPO/RTO can be negotiated through your local HERC contact. You can “try before you buy” while building equity towards ownership of equipment. Our RPO and RTO programs make buying equipment easier and more affordable.

Terms
RTO - applies to assets with a value of $7,000 or less.
RPO - applies to assets with a value of $7,000 or greater.
•Minimum 3 months

•Maximum 18 months
•Can apply up to 100% of Rental Revenue (if rental term is greater than or equal to 12 months)
•Can apply up to 80% of Rental Revenue (if rental term is less than 12 months)
•Units may require a minimum age before a buyout option can be exercised. Minimum age is determined per particular unit upon request of RPO. Backdating is not permitted. RPO/RTO options must be requested prior to start of rental. Existing rentals cannot be converted to the program. Not all assets may be available for RPO/RTO.

Security
Pre-employment background checks are performed by our corporate headquarters or the region. The State of Michigan may perform background checks with prior authorization from the employee. If requested, HERC will provide a letter verifying a clear background check.

Proposal Pricing
- Please see enclosed item listing/price sheet
- For non-Contract items the following discount would apply: 0% day, 10% a week , and 5 % a month

Delivery
$50 for the first 50 miles each way per truckload, $1.00 for each additional mile thereafter

Catalogs
The Contractor may be required to provide Acquisition Services, at no additional cost to the State, additional specification/product brochures and pricing catalogs. The State may need up to 1,000 sets of these binders.

Hertz Locations
Main place of contact:
Grand Rapids, Michigan Branch
5500 36th St. SE
Grand Rapids, MI 49512
888-599-5005 or 1-888-777-2700 for the nearest branch

Other branches:
Flint, MI
4099 Dolan Dr.
Flint, MI 48504
810-785-3552

Sterling Heights, MI
6227 Fifteen Mile Road
Sterling Heights, MI 48312
586-274-4209

Detroit, MI
29125 Smith Road
Romulus, MI 48174
734-595-7075

Wixom, MI
52710 Pontiac Trail
Wixom, MI 48393
248-684-9171

Erie, MI
6333 S. Dixie Hwy
Erie, MI 48133
734-848-3092

ITEM LISTING

Category A. Aerial Equipment:

Mobile Platform: Self propelled, controlled from platform. Electric, gas, or diesel. Height options: 14' to 40'. Primarily used for building maintenance operations. Ceiling painting, insulating, furnace repair and installations, electrical work i.e., installation of overhead lighting.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		500lbs	2033 JLG Platform 2004	$70.00	$70.00	$70.00	$395.00

Bucket Trucks: Insulated and non-insulated. Height options: 40' to 70'. Dual controls: able to control bucket operations from inside bucket and from ground. To be mounted on truck chassis with 14" platform body or greater. Used for sign maintenance and replacement, bridge maintenance, forestry operations. Primarily as a backup to existing MDOT fleet for emergency situations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		500 lbs	Hi Ranger SFA48P	$440.00	$440.00	$440.00	$3950.00

Category B. Air Equipment:

Air Compressor: 185 cfm, 250 cfm, and 375 cfm towable units. Diesel powered, 100 to 125 psi discharge pressure. Used for bridge maintenance, sandblasting operations, painting, emergency joint repair, concrete joint replacements, crack sealing, etc.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	185 cfm	$70.00	$70.00	$70.00	$500.00
		_____	250 cfm	$120.00	$120.00	$120.00	$950.00
		_____	375 cfm	$120.00	$120.00	$120.00	$950.00

Category C. Compaction & Paving:

Roller: Tandem Steel Drum. Three different types (1 ton with transport trailer, 2 ton vibratory and 4-6 ton). Diesel powered. Roll over protection. Articulating and non-articulating. Drum widths 40" to 60". Pneumatic Tire Compactors: 10 ton (minimum), 65" drum width (minimum). Diesel powered. Roll over protection.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	1 ton BOMAG BW90AD	$175.00	$175.00	$175.00	$1150.00
		_____	2 ton I-R DD22	$245.00	$245.00	$245.00	$1400.00
		_____	3 ton I-R SD70	$345.00	$345.00	$345.00	$2930.00

Category D. Concrete & Masonry Equipment:

Concrete Saw: Walk behind, self propelled, 65 h.p. Gas engine, 30" and 36" diameter blade capacity. Used for sawing concrete and bituminous pavement for joint replacement and/or stress relief.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____		$115.00	$115.00	$115.00	$1025.00

Category E: Cranes

Truck Mounted Crane: 10, 11, 12, 14, and 15 Ton units. Boom lengths 55' to 62'. Must meet all applicable motor carrier regulations. Used for setting signs and bridge maintenance and repair.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	10 ton National S65C	$320.00	$320.00	$320.00	$3300.00
		_____	11 ton National	$320.00	$320.00	$320.00	$3300.00
		_____	12 ton National	$320.00	$320.00	$320.00	$3300.00
		_____	14 ton National	$320.00	$320.00	$320.00	$3300.00
		_____	15 ton National	$320.00	$320.00	$320.00	$3300.00

Category F: Earthmoving Equipment:

Bulldozer: Track Units, 50 – 100 h.p. , Diesel powered, 6 way tilt blade, power shift, blade widths 6' to 9'. John Deere 350, 450, 550, 850 or approved alternate. Standard track and wide track units with roll over projection. Used for right of way clearing, ditch clean-out, sand and gravel stockpiling, right of way fence repair, rehabilitation projects.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	JDS50 04	$365.00	$365.00	$365.00	$2850.00

Loader: Track loader: 1-2 yd. Capacity. Diesel powered. Power lift. Roll over protection. John Deere 455 G and 555 G or approved alternate. Wheel loader: articulated. 1.5 yd. 2.5 yd. Bucket capacity. Diesel powered. Roll over protection. Enclosed cap. Pneumatic tires. Optional: ACS coupler system with quick detach bucket and forks. Used for loading salt, sand and gravel. Used for right of way fence repair, removal of concrete joints during joint replacement operations, setting catch basins and culverts, tree removal, and other various trunk line maintenance operations. Emergency operations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	JDS55 04	$400.00	$400.00	$400.00	$3200.00

Backhoe: Diesel Powered. Enclosed cab Roll over protection. Digging depths: 14', 16', 18'. Loader buckets: 1 – 1/5 yd. Capacity. 24" standard trenching bucket. Extend-a-hoe models up to 23' reach. 4 wheel drive. 60" ditching bucket. Wain-Roy knuckle. John Deere 310C and 510C or approved alternate. Used for ditching and trenching operations. Used for loading of aggregates. Setting catch basins and culverts.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	14' JD310 STD	$175.00	$175.00	$175.00	$1450.00
		_____	16' JD310 4X4	$185.00	$185.00	$185.00	$1700.00
		_____	18' JD310 4X4 EXT	$225.00	$225.00	$225.00	$1900.00

Skid Steer Loader: ¼ to ½ cu. Yd. Bucket capacity. Pneumatic tires. 30-50 h.p. Diesel engine. Roll over protection. John Deere 7775 or Case 184C or approved license. Attachment to include (but not limited to) cold planer, earth auger, broom, demolition hammer, forks. Used for loading of aggregates. Used with attachments for: auguring holes for guard rail and sign posts, sweeping of bike paths, snow removal in rest areas and car pools, bump grinding, etc.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
4.		_____	Bobcat 763	$130.00	$130.00	$130.00	$1050.00

Excavators: Diesel powered. 15' to 26' digging depth. 60" to 72" ditching bucket. Track units. 50-220 h.p. Roll over protection. Option: Wain-Roy Knuckle. John Deere 490 to John Deere 690 or approved alternate. Used for ditching operations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
5.		_____	JD120LC	$325.00	$325.00	$325.00	$3500.00

Mini Excavators: Diesel powered, 7' to 10' digging depth, 13-40 h.p. and roll over protection. Used for cleaning of expressway edge drains and small ditching operations.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
6.		_____	Melroe 331	$250.00	$250.00	$250.00	$1800.00
6a.			John Deere 590	$544.00	$544.00	$544.00	$3500.00

Category G: Electric Equipment

Generator: Portable units: 6000 watt. Electric start gas or diesel engine. 120/240 volts. 41/20 amps. Trailer mounted units. Diesel power. 2" ball hitch or pintle. 15-100 kW. To supply AC power for trunk line maintenance operations such as: guardrail repair, concrete joint replacement, etc.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	Wacker 6000 Watt	$55.00	$55.00	$55.00	$410.00

Light Tower: 4000 watt. Diesel powered. Trailer mounted. Tower extendable to 30'. To provide lighting for night work on trunk line under traffic restrictions.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	Wacker 4K Watt	$55.00	$55.00	$55.00	$410.00

Welder: Towable or skid mounted. Gas or diesel powered. Electric start. 200-500 amps. Generator capability. Leads and clamps included (positive and ground). Used for welding on-site (i.e. bridge repair equipment at site of breakdown, etc.)							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	Biller Big 40	$65.00	$65.00	$65.00	$500.00

Category H: Trucks & Trailers

1 Ton Dump Truck: 3-4 cubic yard dump. 2 WD. Automatic transmission (preferred). Diesel powered (preferred). Used for various trunk line maintenance operations including; chip sealing, pothole patching, washouts, small graveling operations, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	F-150 Ford	$150.00	$150.00	$150.00	$1285.00

Single Axle Dumps: 6 cubic yard capacity. Automatic transmission preferred 5 or 6 speed acceptable. Diesel powered. Used for various trunk line maintenance operations including chip sealing, graveling operations, hauling of rip rap on bridge deck renovations, etc.							
Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	F-800 Ford	$200.00	$200.00	$200.00	$1560.00

Tandem Axle Dumps: 12 cubic yard capacity. Automatic transmission preferred 10 or 12 speed acceptable. Diesel powered. Used for hauling of gravel spoils from ditch clean-out operations, etc.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
3.		_____	LT9000	$555.00	$555.00	$555.00	$3500.00

Trailer: Various GVW ratings: 5000 # GVW to 20,000# GVW units to be tilt bed or supplied with folding ramps. Larger units to be beaver tail with fold down ramps. Equipped with electric or air brakes. Adjustable hitch heights. Used for transporting of equipment and supplies.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
4.		_____	Trail King TK20	$65.00	$65.00	$65.00	$550.00

Category I: Forestry Equipment

Brush Chipper: 12" Minimum in feed chute (17" preferred). Diesel powered. Electric brakes. Pintle hitch/adjustable hitch height. Height adjustable, 360 Degree discharge chutes and 85" dimension from feed rollers to ground. Used for chipping brush from tree removal, tree-trimming operations or for storm cleanup.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
1.		_____	Varmeer BC1000XL	225.00	$225.00	$225.00	$3000.00

Category J: Work Zone Safety Items

Arrow Boards: 4 X 8 board. 15 bulbs. Sequential. Score board flaps. Plastic coated frames. Trailer mounted. Trailer equipped with electric brakes and 2" ball hitch. Diesel powered, battery powered, or solar powered all acceptable. Used for lane closures.

Item No.		Capacity of item offered	Mfg. Name, Model & Year	Unit Price per Hour	Unit Price for 4 Hours	Unit Price for 8 Hours	Unit Price per Month
2.		_____	Almond Arrow Board	$40.00	$40.00	$40.00	$150/3 yr commitment

Delivery Cost:	1st 50 miles is $50.00 $1.00 per additional mile		

All Delivery Cost shall be based upon delivery from closest Contractor branch to requesting MDOT facility.

Hertz Equipment List

AERIAL

ELECTRIC SCISSOR LIFTS - Platform heights from 15 ft to 40 ft

- Emissions free operation.
- Narrow aisle models and tight turning radius capability for better maneuverability.
- 110V AC Outlet on work platform.
- Non-marking tires.
- Extendible work platform with skid resistant plating.
- Pothole guards to reduce tipover hazards.

ROUGH TERRAIN SCISSOR LIFTS - Platform heights from 26 ft to 53 ft

- Diesel and dual fuel systems.
- 4WD with wide treaded tires to handle rough conditions.
- Large extendible work platforms.
- Proportional drive and multi-speed lift functions.
- Tilt sensor with alarm.

ARTICULATING BOOM LIFTS, ELECTRIC - Platform heights from 20 ft to 60 ft

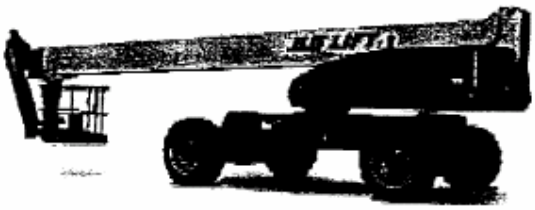
- Emissions free operation.
- Up and over clearance heights to over 25 ft.
- Large work platforms with up to 500 lbs capacity.
- Compact models with zero tail swing and non-marking tires.

ARTICULATING BOOM LIFTS - Platform heights: 34 ft to 150 ft

- 360-degree continuous turntable rotation.
- Large work platform with 110V AC powered outlet.
- Fully proportional controls and tilt alarm.

STRAIGHT BOOM LIFTS - Platform heights from 40 ft to 135 ft

- Large work platform with proportional controls.
- Self-leveling platforms.
- 12V DC auxiliary power system.
- Quick lift/lower speeds.

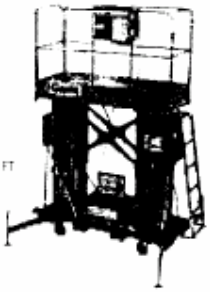


MANUAL PERSONNEL LIFTS - Platform heights from 15 ft to 40 ft

- Non-marking tires.
- Standard doorway access.
- Easy loading.
- Small outrigger footprints.
- GFCI-protected power receptacle for safe use of power tools.

SELF-PROPELLED PERSONNEL LIFTS - Platform heights from 12 ft to 205 ft

- Full height drivability.
- Low (19") entry height.
- Standard pothole protection systems.
- Non-marking tires.
- Compact designs allow entry in most commercial door openings.



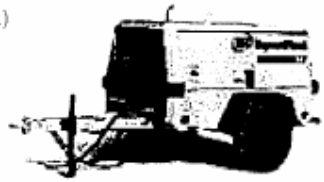
BUCKET TRUCKS - Available range: 34 ft to 51 ft

- Available two man platforms.
- Platform leveling system.
- Outrigger & backup warning alarms.
- Tool lines at boom.
- 12V emergency operation system.

AIR EQUIPMENT

AIR COMPRESSORS - 130 cfm models to 1600 cfm trailer mounted

- Pressures up to 350 psi (Select availability. Please call.)
- Large capacity fuel tanks for uninterrupted operation.
- Safety shutoff and curbside instrument panels.
- Lockable tool compartments for convenience and security.



BREAKERS - 30 to 90 lb

- Ergonomic flex handles and noise reducing mufflers.
- Full line of breaker steels available.

CHIPPING HAMMERS - Available range 7 to 31 lb

- Forged handles and heavy-duty steel cylinders.
- Exhaust deflectors on all, adjustable type on some models.
- Choice of round or hex chucks to accommodate a wide selection of points and chisels.

ROCK DRILLS - Available range 15 to 60 lb

- Lightweight heavy-duty design.
- Stop rotation feature to convert for light chipping work.
- Speed adjustable hammers.

TAMPERS - AVAILABLE RANGE: 30 TO 60 LB
- Durable, lightweight design.
- Integrated oilers.
- Quiet design mufflers.
- Pole (half moon) and 3" butts available.

GENERAL AIR TOOLS
- Scalers - 2 - 6 lb.
- Air Movers/Exhausters - 3" - 10", Horn Type.
- Drills/Reamers - ¾" - 2".
- Nailers - Framing, Roofing, Flooring, ½" - 1".
- Grinders - Surface, Right Angle, Vertical.
- Impact Wrenches - ½" - 9 ½".
- Air Manifold/Receivers - 2" - 3" Inlets, 6 - 8 Outlets.
- Saws - Hacksaw, Reciprocating; Cutoff, Bandsaw.
- Sand Blasters - 100 - 700 lb.
- Tuggers/Winches - 1,000 - 10,000 lb.

COMPACTION

RAMMERS - AVAILABLE RANGE: UP TO 199 LB
- Gas and Diesel type available with up to 3,600 lb of force.
- Various models and shoe sizes available for cohesive, granular, and mixed soils.
- Heavy-duty shock absorbers and low center of gravity for increased operator control and comfort.
- Roller guide handles for easy loading.

PLATE COMPACTORS - FORWARD MODELS AVAILABLE TO 299 LB OPERATING WEIGHT; REVERSIBLE MODELS TO 1,500 LB
- Open base plate designs minimize dirt and rock build up.
- Oversized and heavy-duty shock mounts concentrate the vibration energy to the plate and not the operator.
- Water tank models available for greater versatility.

WALK-BEHIND ROLLERS - AVAILABLE RANGE: 23" TO 33"
- Single and Double Drum models available in various drum widths.
- Hydrostatic drives for continuous speed settings.
- Water tanks and spray bars for asphalt work.

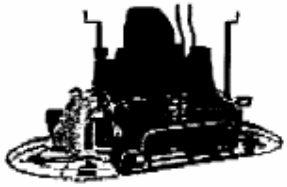
TRENCH ROLLERS - AVAILABLE RANGE: 22" TO 33"
- Walk behind and remote control models.
- Fully hydrostatic drives - steering, travel, and vibration.
- Center mount lift hooks for accurate placement.

SINGLE DRUM ROLLERS - AVAILABLE RANGE: 5 TO 12 TON
- Smooth and padfoot models available in a variety of drum widths.
- All cabs are designed with ROPS and heavy vibration dampers for safety and comfort.
- Axle and drum drive systems allow for increased gradability.
- Hydrostatic drives for different vibration and speed settings.

DOUBLE DRUM ROLLERS - AVAILABLE RANGE: 1 TO 7 TON
- Multiple vibration settings utilizing the front, rear, or both drums.
- Hydrostatic vibration and travel drives.
- ROPS designed cabs and seatbelt for operator safety.

CONCRETE & MASONARY

CONCRETE TROWELS - AVAILABLE RANGE: WALK-BEHIND MODELS AVAILABLE TO 48", RIDING MODELS TO 99"
- Adjustable blades and variable speeds for maximum load response.
- Low center of gravity on walk-behind models.
- Hydraulic steering on the riding models reduce operator fatigue.



CONCRETE SAWS - AVAILABLE RANGE: UP TO 39 HP
- Various blade capacities available for the cutting depth and speed your job requires.
- Hydraulic lift and lower functions for smooth operation.
- All models include blade guard and emergency stop switch for safety.
- Full line of diamond, concrete, and asphalt blades available.

CUT-OFF SAWS - AVAILABLE RANGE: 12" TO 14"
- Lightweight designs and shock mounted engines to increase operator comfort.
- Powerful enough to handle the roughest materials.
- Decompression valves for easier starting.
- Wet cut kits available.

CONCRETE POWER BUGGIES
- Variable hydrostatic drive.
- Heavy-duty polyethylene tubs with splash protection.
- Large capacity fuel tanks for uninterrupted operation.

CONCRETE VIBRATORS - AVAILABLE RANGE: FLEX SHAFT, 1 TO 3 HP; HF INTERNAL 2 ¼" TO 2 ½"
- Lightweight, compact designs.
- Quick disconnect shafts & heads.
- Vibration reducing motor mounts for operator comfort.

DEMOLITION HAMMERS
- Reduced-vibration models for operator comfort and control.
- Adjustable side handle allows user to work in tight spaces.
- Electro-pneumatic impact system delivers maximum force for increased productivity on demo jobs.

HAMMER DRILLS
- Lightweight design for less operator fatigue.
- High power motor for heavy-duty applications.
- Various bits available for different applications.

SURFACE GRINDERS
- Maximum torque transfer for heavy-duty jobs.
- Standard ⅝" x 11" spindle for mounting various accessories.
- AC/DC switch.
- Variable-position handle for reaching tight spots.

CORE DRILLS - AVAILABLE RANGE: 1" TO 12"
- Precise cutting into steel-reinforced concrete, masonry, asphalt or natural stone.
- Hand-held drills for 6" diameter holes.
- Rig systems for holes up to 12" in diameter.
- Dustless wet systems available.

EARTHMOVING

LANDSCAPE LOADERS - AVAILABLE RANGE: 10 TO 73 HP
- Lift capacities available to 6,500 lb.
- 2WD and 4WD models available.
- Ergonomically designed operator stations for comfort.

MINI EXCAVATORS - AVAILABLE RANGE: UP TO 8 METRIC TON
- Independent boom swing allows for offset digging around obstacles.
- 360-degree rotating cab reduces need to reposition during excavating.
- Backfill blade for leveling and grading.

SKID STEER LOADERS - AVAILABLE RANGE: 10 TO 105 HP
- High visibility cab designs.
- Padded seat bar for operator safety and comfort.
- Auxiliary hydraulics for a wide range of attachments.

Attachments For Skid Steers
- ANGLE BROOM - Useful for sweeping driveways, sidewalks, parking lots, warehouses, etc.
- AUGER - Three auger models fit to drill holes for posts and poles.
- BREAKER - Deliver over 150 foot-pounds of impact energy on your next demolition job with a hydraulic breaker.
- DOZER BLADE - Six-way adjustable blade with a reversible 3-piece cutting edge. Adjustable depth guides make scraping and leveling easier.
- LANDSCAPE RAKE - Break up lumpy soil and pick up rocks as small as ½". Use it for ground preparation, seeding, sodding, and more.
- STANDARD OR HIGH FLOW PLANER - Quickly mills asphalt or concrete surfaces. Ideal for street repair and utility uses. Various sizes of drums available.
- SNOWBLADE - Ideal for clearing snow from sidewalks, driveways, and parking lots.
- SWEEPER - Ideal for loosening and removing mud, dirt and debris on construction, industrial or municipal jobs.
- TRENCHER - Tackle light-to-medium (up to 2' digging depth) trenching jobs with the trencher.

COMPACT TRACK LOADERS - AVAILABLE RANGE: .5 TO .75 YD

- As versatile as a skid steer loader with the same capacity for hydraulic attachments.
- Tracks offer improved traction over wet or rough terrain.
- Minimizes soil disturbance.

TRACK LOADERS - AVAILABLE RANGE: 1.3 TO 1.5 YD
- Load, push, shape, clear, grade even rip with a versatile track loader.
- Several bucket types available.
- Ergonomic operator station and efficient controls.

TRENCHERS - AVAILABLE RANGE: WALK-BEHIND: 10 TO 40 HP, 2 TO 4 FT; RIDING: 30 TO 89 HP, 3 TO 8 FT

- Available walk-behind units trench up to 4' deep, 16" wide.
- Available riding units trench up to 8' deep, 24" wide.
- Backhoe and blade attachments available for riding models.

BACKHOES - AVAILABLE RANGE: 70 TO 115 HP
- Late model inventory of two and four wheel drive configurations.
- Standard or extendible hoe models available.
- Variety of buckets and attachments available.

DOZERS - AVAILABLE RANGE: 70 TO 190 HP
- Standard track or low ground pressure (LGP) models available.
- Hydrostatic drives offer infinite settings for primary controls.
- Load sensing feature to automatically adjust speed and power to match changing load conditions.

EXCAVATORS - AVAILABLE RANGE: 70 TO 190 HP, 18,000 - 70,000 LB CLASS
- Operator compartments feature fully adjustable seats and ergonomically designed controls for operator comfort and reduced fatigue.
- Computer controlled power-sensing system for optimum performance.

WHEEL LOADERS - UP TO 5 YD
- Cab designs with the latest features for improved visibility and operator comfort.
- Our units feature the latest technology to keep cycle times down and material moving.
- Available options include multipurpose buckets, quick coupler systems, fork attachments and more.

ELECTRICAL

ARROW BOARDS - AVAILABLE RANGE: 50 TO 100 WATT
- High intensity LED lamps.
- Solar powered for silent and emissions free operation.
- Photocell for lamp intensity control and power conservation.

MESSAGE BOARDS - AVAILABLE RANGE: 225 TO 450 WATT
- High intensity LED lamps.
- Solar powered for silent and emissions free operation.
- Heavy-duty batteries for extended uninterrupted service.
- Preprogrammed messages are easily displayed.

LIGHT TOWER
- Rugged but compact designs for easy transportation.
- 360-degree rotating light mast.
- Large capacity fuel tanks provide up to 68 hours of continuous run time.
- Heavy-duty engines with automatic protective shutdowns.

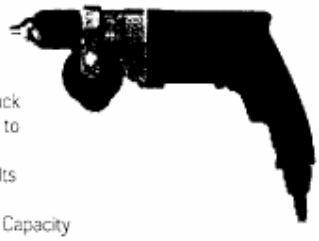
GENERATORS - 2.5 TO 6.0 KW
- Heavy-duty frames for durability.
- Oversize fuel tanks for extended operation.
- Wheel kits available for some models.
- Magnetic circuit breakers, GFI protected outlets, and low-oil shutdown for operator and equipment safety.

GENERATORS - 15 TO 60 KW
- Stationary and towable models available.
- Heavy-duty mufflers for quiet operation.
- Brushless alternator designs for dependable performance.
- Safety features include warning lights, circuit breakers, and low oil shutdown.

GENERATORS - 62 TO 275 KW
- Voltage regulation for controlled power.
- Automatic safety shutdown systems.
- Noise-reducing, weather-resistant steel housing.
- Stationary or towable models available.

POWER TOOLS

CIRCULAR SAW - CE/C/WD 6 ½" - 8 ¼"
RECIPROCATING SAW - CE/C 7.5 - 11.8 Amp; 18V
MITER SAW - CE 10"-12"; 15 Amp
CHOP SAW - CE 14"
CUT-OFF SAW - GP/CE 12", 14" & 16"
JIG SAW - CE/C 4.5 Amp - 6.2 Amp, 18V
CHAIN SAW - GP 14" - 24" Bar, 30 to 77cc
BAND SAW - CE HH, 43.4" Cut
HORIZONTAL DRILL - CE/C ¾" - ¾" Chuck
RIGHT-ANGLE DRILL - CE ⅜" - ½" Chuck
MAGNETIC BASE DRILL - CE ¾" Chuck, Annular Cutters
CORE DRILL - Vac Base Stand/HH 1" - 12" Holes
ROTARY HAMMER DRILL - Std Chuck SDS/SDS Max Spline Std Bits up to 5"/Core Bits
BELT SANDER - CE 3" & 4" Wide Belts
DISC SANDER - CE 7" - 9"
ORBITAL SANDER - CE ¼" Sheet, 5" Capacity
PALM SANDER - CE 5" Capacity
TRIM ROUTER - CE 1 ½ HP
PLUNGE ROUTER - CE 2 - 3 HP
FIXED BASE ROUTER - CE ¾ HP, 5.6 Amp
STRAIGHT GRINDER - CE 5 - 15 Amp
DIE GRINDER - CE 3 - 11 Amp
RIGHT ANGLE GRINDER - CE 4" - 9"
METAL SHEARS - C, 14V/CE 18 - 12 Gauge
WOOD PLANER - CE 5.2 - 7.8 Amp



* Corded Electric: CE; Cordless: C; Worm Drive: WD; Gas Powered: GP; Hand Held: HH; Standard: Std

GENERAL TOOLS

SPACE HEATERS: KEROSENE FORCED AIR - AVAILABLE RANGE: 50,000 TO 350,000 BTU
- Heats properly ventilated enclosed areas from 9,000 to 29,000 cu ft.
- Continuous ignition and automatic safety shutdown if flame goes out.
- Heavy-duty heating power, yet safe and easy to use.

SPACE HEATERS: PROPANE/NATURAL GAS - AVAILABLE RANGE: 35,000 TO 700,000 BTU
- Adjustable heat output on several models.
- Heats properly ventilated enclosed areas from 5,000 to 69,000 cu ft.
- Safe, clean burning and odor free.

GROUND HEATERS - AVAILABLE RANGE: 150,000 TO 500,000 BTU
- Removes up to 12" of frost in 24 hours.
- Perform multiple heating functions with one ground-heating unit.
- All models are fully contained units utilizing an environmentally safe boiler system.

PRESSURE WASHERS - AVAILABLE RANGE: 1,000 TO 4,000 PSI
- Hot or cold water models available.
- Safety relief valve.
- Portable, stationary, belt-drive, direct drive, and various fuel/power types available.

UTILITY VEHICLES
- Liquid cooled engines.
- 4 or 6 wheel models available.
- Handy on-board cargo box.
- Heavy-duty load capacities.

WELDERS - AVAILABLE RANGE: 170 TO 600 AMP
- MIG, TIG, stick, arc and other welder types available.
- Stationary and towable models available.

GENERAL TOOLS AND SUPPLIES

Drilling/Cutting
- Abrasive Blades & Disks
- Carbide Bits & Blades
- Diamond Bits & Blades
- High Speed Bits & Taps

Hand Tools
- Hammers
- Levels
- Rakes
- Rebar Bender/Cutters
- Saws
- Shovels

Jobsite
- Caution Tape
- Coolers
- Marking Paints
- Orange Safety Fencing
- Silt Fencing
- Tarps

Ladders
- 6' to 12' Step
- 16' to 40' Extension

Piping Equipment
- Benders
- Cutters
- Pullers
- Threaders

Post Hole Diggers
- 1-2 Person
- Manual

Power Tools
- Breakers
- Chipping Hammers
- Drills
- Extension Cords
- Grinders
- Planers
- Planers
- Routers
- Sanders
- Saws
- Shears

Safety
- Arrow Boards
- Caution Tape
- Dust Masks & Respirators
- Ear Protection
- Eye Protection
- Fall Protection
- Fire Extinguishers
- First Aid Kits
- Flags & Signs
- Hardhats
- Lanyards
- Message Boards
- Safety Harnesses
- Safety Vests
- Traffic Cones
- Work Gloves

Surveying Equipment
- Site Lasers

MATERIAL HANDLING

CONSTRUCTION FORKLIFTS - AVAILABLE RANGE: 5,000 TO 8,000 LB. LIFT HEIGHTS TO 30 FT

- Telescoping and tiltable mast for lifting versatility.
- Available in 2WD and 4WD configurations.
- Zero tail swing and narrow machine width for maximum maneuverability.
- Up to 105' per minute lifting speed.

HIGH REACH FORKLIFTS - AVAILABLE RANGE: 5,000 TO 10,000 LB, LIFT HEIGHTS TO 56 FT

- 4WD and large diameter tires for extreme conditions.
- Long wheelbase and low center of gravity provide stability.
- Ergonomically designed cabs with ROPS for operator comfort and safety.
- 90-degree pivot and 4-wheel steering available on most models.

INDUSTRIAL FORKLIFTS - AVAILABLE RANGE: DUAL FUEL - 5,000 TO 10,000 LB; DIESEL - 5,000 TO 36,000 LB

- Gasoline, dual fuel and diesel models available.
- Narrow width and tight turning radius for improved access and maneuvering.
- Hydrostatic power steering.
- Hydraulic system provides smooth, constant lowering speeds.

CARRY DECK CRANES - AVAILABLE RANGE: 4 TO 15 TONS

- 4-wheel steer for maneuverability.
- 360-degree boom rotation for accurate material placement.
- Hydraulic outriggers for stability.
- Pneumatic, solid rubber, non-marking tires available.

TRUCK CRANES - AVAILABLE RANGE: 10 TO 21 TONS

- Mounted on standard production chassis for highway access.
- Boom length and angle indicators for accurate and safe handling.
- Dual operator control stations.

PUMPS

CENTRIFUGAL PUMPS - AVAILABLE RANGE: 1" TO 10"

- Die cast aluminum casing is lightweight but durable.
- Low oil alert.
- Strainers prevent solids from entering and clogging mechanism.

DIAPHRAGM PUMPS - AVAILABLE RANGE: ½" TO 3"

- Positive displacement design for fast priming.
- Up to 85 gpm.
- Oil bath transmissions with 6:1 gear reduction.
- Compact and lightweight for easy transportation.

SUBMERSIBLE PUMPS - AVAILABLE RANGE: ½" TO 12"

- ISO 9001 and UL listed models available.
- No priming assistance required.
- Thermal overload protection.

TRASH PUMPS - AVAILABLE RANGE: 2" TO 12"

- Quick priming.
- Cast iron volute and impeller assure minimal clogging.
- Integral lifting bale for easy placement on the jobsite.

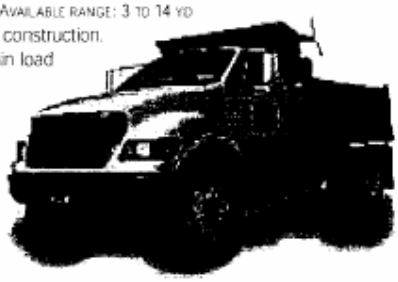
TRUCKS AND TRAILERS

ARTICULATING DUMP TRUCKS - AVAILABLE RANGE: 14 TO 30 TON

- High power, high torque engines for maximum power.
- Automatic transmission with limited slip differential axles on all models.
- Sloped front end for better visibility.
- Cabs designed for operator comfort to reduce fatigue.

BOX DUMP TRUCKS - AVAILABLE RANGE: 3 TO 14 YD

- Heavy-duty steel bed construction.
- Material tarp to contain load and reduce spillage.
- Single cylinder hoist and high degree dump angle.
- Pintle-type hitch and trailer wiring.



FLATBED DUMPS - AVAILABLE RANGE: 16 FT

- Advanced hydraulics for smooth unloading.
- Side and rear stake pockets for installation of sideboards.
- All steel flatbed construction.
- High capacity winch for assisted loading.

STAKEBODY TRUCKS - AVAILABLE RANGE: 12 FT & 22 FT

- 42" removable stake racks.
- Automatic transmission.
- Stakebed design for maximum loading efficiency of solid materials.
- Hydraulic liftgate for easy loading.

WATER TRUCKS - AVAILABLE RANGE: 2,000 GAL & 3,750 GAL

- Multiple front, rear, and side spray nozzles.
- Hydrant fill capability and low point drains.
- 1 ½" hose with spray nozzle.
- In-cab controls and back up alarms.

PICK-UP TRUCKS - AVAILABLE RANGE: ½, ¾, & 1 TON; 2WD AND 4WD

- Standard, extended, and crew cabs available.
- Automatic transmission on all models.
- Trailer towing capabilities on most models.

EQUIPMENT TRAILERS - AVAILABLE RANGE: 11 TO 35 TON

- Rubber-mounted sealed beam lights for long life.
- Safety headboard and steel supported hardwood decking.
- Hydraulic tail and fold-down approach plate on some models.
- Safety striping and conspicuity markings for safety.

CARGO/BOX TRAILERS - AVAILABLE RANGE: 8, 10, & 12 FT LENGTHS

- Enclosed (cargo) and open top (box) available.
- Up to 7,000 lb load capacity with 12 ft trailer.
- Surge brakes on 10 & 12 ft models.
- Single and double axles.
- Ball type hitches.

STORAGE TRAILERS - AVAILABLE RANGE: 10, 20, 24, & 40 FT LENGTHS

- Fully vertical corrugated steel sides and end walls.
- 1 ⅛" thick marine grade steel floor.
- Forklift pockets for loading and handling.
- A security lock box is provided for added protection.
- 8 ft ceiling height.
- Die stamped steel roof.
- ISO/1161 corner fittings in all eight corners.
- Corrugated double-hinged doors with rubber gaskets.

WATER TRAILERS - AVAILABLE RANGE: 500 & 600 GAL

- Dual rear spray heads.
- Hydraulic surge brakes.
- Low point drain valves.
- All steel construction.
- Standard bumper and ball-type hitch.
- Top fill or rear hydrant fill.

INDUSTRIAL EQUIPMENT

Abrasives	Grinding Wheel, Cut-Off, Chop Saw, Road Saw
Air Compressors	185 - 1,600 cfm
Air Fitting	Coupling, In-Line Oilers, General Fittings
Air Tools, Contractor	Breakers, Rock Drills, Chipping Hammers
Air Tools, Industrial	Grinders, Drills, Impacts, Saws, etc.
Anchors	Wedge, Sleeve, Self-Drilling, Drop-In, Plastic, Epoxy, Tapcon™
Bandsaws	Stationary, Portable
Batteries	AAA, AA, C, D, 9 Volt, etc.
Beam Clamps	Steel and Malleable
Blades	Bandsaw, Circular Saw, Hacksaw, Holesaw
Brooms	Cleaning (Mops, Brooms)
Cable Markers & Ties	
Caulking	Silicone, Latex, Acrylic
Compaction Equipment	Rammers, Plates, Rollers
Concrete Equipment	Trowels, Vibrators, Saws
Concrete Drilling, Cutting	Bits, Equipment, Blades
Concrete Products	Sand, Cement, Sakrete, Grout
Cordless Tools	Drills, Drivers
Cut-Off Machines	Electric-Portable, Electric-Stationary, Gas-Portable, Gas-Walk-Behind
Drill Bits	High-Speed Steel, Masonry, Carbide Tipped
Drill Presses	
Drill Steel	Bull and Moil Points, Chisels
Electric Tools	Drills, Grinders, Saws, etc.
Electrician Tools	Hand Tools, Punches, Testers, etc.
Electrolyte Drinks	Powder, Liquid
Extension Cords	25', 50' & 100' Heavy-Duty, Meet OSHA Requirements
Fall Protection	Harnesses, Lanyards, Confined Space
Fire Barrier	Welding Shield
Fire Extinguishers	2.5, 5, 10 & 20 lb Multipurpose ABC
First Aid	Kits, 100 lb. Box
Floor Sweep	
Forklifts	Industrial, Rough Terrain, High Reach
Gang Boxes	Piano Type, Flat Top, Casters
Gas Cans	Safety Cans, Storage Cabinets
Generators	Portable, Stationary, Emergency 2.5 - 1,000 kW
Hand Tools	Sockets, Pliers, Pipe Wrenches, Levels, Hammers, Rakes, Shovels, Files, etc.
Hangers	Clevis, Riser Clamps, Teardrop
Hard Hats	Meet OSHA Requirements
Heaters	Propane, Kerosene
Hoists	Cable, Chain
Hose	Suction, Discharge, Hydraulic
Hydraulic Equipment	Cylinders, Pumps, Spreaders
Jackhammers	Electric, Air; 30, 60 & 90 lb
Jacks	Steel & Aluminum
Ladders	Wood, Aluminum, Fiberglass
Levels	Wood, Aluminum
Lifts	Duct, Personnel, Scissor,
Light Towers	1,000 Watt (Four Light - Diesel Powered)
Locks	#1, #3 & #5
Lubricants	2-26 Spray Galv.
Material Moving Equipment	Hand Trucks, Pallet Jacks
Nuts, Bolts, Washers	Plain & Plated
Oil Sorb	50 lb Bags
Paint	Marker
Pins & Loads	Powder Actuated, Track Pins, Threaded Studs, Hilti Pins, Loads
Pipe Dope	#5 Virgin Teflon, T+2
Pipe Handling Tools	Roust-A-Bout™, Grasshopper
Pipe Threading	Pipe or Conduit Dies
Pipe Tools	Cutting, Reaming, Threading, Snap Cutters, PVC Cutters
Plastic Pipe Clamps	Strut Clamps, Caps, Test Plugs
Plastic Pipe Supports	Posifix, Stakfix, Pipefix
Polyethylene	4 & 6 mil, Reinforced
Pop Rivets	Steel, Aluminum, Stainless, Tools
Powdered Actuated	Single Shot, Semi-Automatic
Pressure Washers	High Pressure
Pumps	Submersible, Trash, Water, Hydraulic Submersible, Self-Priming, High Head, Sewer Bypass
Rags	All White, Mixed, All Cotton
Rainwear	Parkas, Boots
Reel Jacks	Steel, Aluminum
Rope	Manila, Polypropylene, Nylon
Screwdriver Bits	Phillips Bits, Hex Bits
Sheet Metal Tools	Snips, Punches, etc.
Slings	Wire Rope, Nylon
Steel Erection Tools	Spud Wrenches, Bull Pins, Lineup Bars, Bolt Bags, Full Body Harness and Lanyards
Striking Tools	Sledges, Picks, Crowbars, Diggers & Tampers
Strut	1.5 & .75
Strut Clamps	
Tape	Duct, Electrical, Masking, Teflon, Marking
Tape Measures	Metal, Fiberglass, Cloth
Taps	Carbon
Tek Screws	Hex Washer, Bonded
Test Pumps	Hydrostatic
Threaded Rod	25-1 Plain & Plated
Tie Wire	Wire and Reels
Trowels	Hand
Torch Kits	Oxy-Acetylene, LP
Trucks	Pickups, Stakebeds, Dumps
Truck Boxes	Plastic, Metal, Aluminum
Vibrators	Concrete, Pencil
Water Coolers	5 & 10 Gal Dispensers, Cups
Welders	Portable, Stationary
Wire Accessories	Lubricant, Connectors