



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
to  
Contract Number **190000000171**

<b>CONTRACTOR</b>	KEIZER - MORRIS INTERNATIONAL, INC.
	6561 Bernie Kohler Dr.
	North Branch, MI 48461
	Michael Blake
	810-688-1234
	mblake@kminternational.com
	CV0004045

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

CONTRACT SUMMARY				
ASPHALT PATCHING & SEALING EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 23, 2018	July 22, 2022	2 - 1 Year	July 22, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$250,000.00	\$0.00	\$250,000.00		
DESCRIPTION				
Effective 10/5/2022 pricing on this contract is hereby updated, per revised Schedule G - Pricing (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request, agency agreement, and DTMB Procurement approval.				









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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **190000000171**

<b>CONTRACTOR</b>	KEIZER - MORRIS INTERNATIONAL, INC.	<b>STATE</b>	<b>Program Manager</b>	Scott Poyer	MDOT
	6561 Bernie Kohler Dr.			517-284-6448	
	North Branch, MI 48461		<b>Contract Administrator</b>	poyers@Michigan.gov	
	Michael Blake			Yvon Dufour	DTMB
	810-688-1234			(517) 249-0455	
	mblake@kminternational.com			dufoury@michigan.gov	
	CV0004045				

CONTRACT SUMMARY				
ASPHALT PATCHING & SEALING EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
July 23, 2018	July 22, 2022	2 - 1 Year		July 22, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - one year options	<input type="checkbox"/>		July 22, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$250,000.00		\$0.00	\$250,000.00	
DESCRIPTION				
Effective 6/9/2022, the first and second option years available on this contract are hereby exercised. The revised contract expiration date is 7/22/2024. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.				



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
to  
Contract Number **171180000001054**

<b>CONTRACTOR</b>	KEIZER - MORRIS INTERNATIONAL, INC.
	6561 Bernie Kohler Dr.
	North Branch, MI 48461
	Michael Blake
	810-688-1234
	mblake@kminternational.com
	CV0004045

<b>STATE</b>	<b>Program Manager</b>	Scott Poyer	MDOT
		517-284-6448	
		poysers@Michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY							
ASPHALT PATCHING & SEALING EQUIPMENT							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
July 23, 2018	July 22, 2022	2 - 1 Year		July 22, 2022			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		July 22, 2022			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$250,000.00	\$0.00	\$250,000.00					
DESCRIPTION							
Effective 10/31/2018, the following amendment is hereby incorporated into the contract. Contract number 1800000001054 shall change to 190000000171. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.							



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 – 180000001054**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Keizer – Morris International, Inc.
	6561 Bernie Kohler Dr.
	North Branch, MI 48461
	Michael Blake
	(810) 688-1234
	mblake@kminternational.com
	CV0004045

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

CONTRACT SUMMARY			
DESCRIPTION: Asphalt Patching & Sealing Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/23/2018	7/22/2022	Two, 1 year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$250,000.00

**FOR THE CONTRACTOR:**

**Keizer – Morris International, Inc.**  
Company Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Yvon Dufour, Category Specialist**  
Name & Title

**DTMB - Procurement**  
Agency

\_\_\_\_\_  
Date





# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

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

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

The parties agree as follows:

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

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

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

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

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

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

"**Contract**" has the meaning set forth in the preamble.

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

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

"**Contractor**" has the meaning set forth in the preamble.

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

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

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

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

**"DTMB"** means the Michigan Department of Technology, Management and Budget.

**"Effective Date"** has the meaning set forth in the preamble.

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

**"Key Personnel"** means any Contractor Personnel identified as key personnel in the Statement of Work.

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

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

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

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

**"State"** means the State of Michigan.

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

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

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

**"Term"** has the meaning set forth in the preamble.

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

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

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

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

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

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

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

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

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

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-4055	Michael Blake 6561 Bernie Kohler Dr. North Branch, MI 48461 810-688-1234 <a href="mailto:mblake@kminternational.com">mblake@kminternational.com</a>

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

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-4055	Michael Blake 6561 Bernie Kohler Dr. North Branch, MI 48461 810-688-1234 <a href="mailto:mblake@kminternational.com">mblake@kminternational.com</a>

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

State:	Contractor:
Scott Poyer poyers@michigan.gov (517) 284-6448	Clifford Cameron 6561 Bernie Kohler Dr. North Branch, MI 48461 810-688-1234 <a href="mailto:cliff@kminternational.com">cliff@kminternational.com</a>

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

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2)

	include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

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

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

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

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

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

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

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

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

10. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
13. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
15. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i)

reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

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

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

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

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

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

**23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**24. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

**25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 120 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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



Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

28. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
29. **Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
30. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
31. **Reserved.**
32. **Reserved.**
33. **Reserved.**
34. **Reserved.**
35. **Reserved.**
36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action

involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be

resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# STATE OF MICHIGAN

Contract Dept. 171 No.180000001054  
Asphalt Patching and Sealing Equipment

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### BACKGROUND

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

SCOPE OF WORK
<b>1. Specifications</b> <b>1.1 The Contractor must provide the following:</b> The Contractor is to provide an Asphalt Recycler Trailer per <u>Schedule B - Specifications</u> .  <b>1- Reference Item – Asphalt Recycler Trailer</b> <u>Make:</u> KM International <u>Model:</u> KM T-2  <ul style="list-style-type: none"><li>i. The specified equipment, must be the latest model in current production, satisfactory to meet the performance and design characteristics required in the specification.</li><li>ii. The specified equipment, shall be built in accordance with the U.S. Government, American National Standards (ANSI) and Federal and Michigan's Occupational Safety and Health Administration (OSHA&amp; MIOSHA) standard, and American Association of State Highway and Transportation Officials (AASHTO).</li><li>iii. The specified equipment, must be delivered fully assembled and equipped with manufacturer's standard equipment necessary for operation.</li><li>iv. The Contractor is to submit manufacturer's product literature for the make and model offered.</li><li>v. The literature is to show supporting data for the performance and design specifications described within Attachment A.</li></ul>
<b>1.2 Contract Requirement</b> The Contractor must provide deliverables, including the staffing to accomplish all service incidentals necessary to complete the work, as set forth in this contract.
<b>A. EQUIPMENT FOR PURCHASE</b>
<b>1. Warranties</b> <ul style="list-style-type: none"><li>a) Contractor shall provide a one (1) year warranty on parts and labor or the manufacturer's warranty, whichever is greater.</li><li>b) The warranty shall start when the State makes payment after equipment is checked and is deemed to be in full compliance of the specifications.</li><li>c) KM International offers a 2-year manufacturer's warranty against defective parts and workmanship and a 5-year warranty on the trailer frame structure.</li><li>d) Warranty claims will be handled by Alta Equipment Company.</li><li>e) The State reserves the right to require additional warranties other than those identified by the Contractor.</li></ul>
<b>2. Recall Requirements and Procedures</b> The Contractor shall notify the State and/or the ordering entity within 48 hours of a recall notice.
<b>3. Service Levels</b> <b>3.1 Time Frames</b> All Contract Activities must be delivered within <b>60</b> calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms.

### 3.2 Delivery

Delivery will be expected within **60** calendar days for special orders and out of stock items, and **30** calendar days for in-stock items, upon date of order. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule C – Prosperity Regions**) per **Schedule G - Pricing**.

The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

#### **A. F.O.B. Delivered Items**

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

#### **B. F.O.B. dealership Items**

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

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

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

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

### 3.3 Training

The Contractor must provide the following training:

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

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

## **B. RENTAL/LEASE EQUIPMENT**

### **1. Specifications**

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

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

## **2. Availability and Delivery of Equipment**

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

## **3. Maintenance/Service**

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

## **4. Training**

The Contractor must provide the following training:

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

## **C. GENERAL REQUIREMENTS**

### **2.1 Technical Support, Repairs and Maintenance**

- a) The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs, and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

**800-492-1757**

- b) When providing technical support, the Call Center must resolve the caller's issue within **30** minutes. If the caller's issue cannot be resolved within **2** hours, on-site service must be scheduled. The on-site service must be performed within **36** hours of the time the issue was scheduled for service.

### **2.2 Reporting**

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

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

### **2.3 Meetings**

The Contractor must attend the following meetings:

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

## **3. Staffing**

### **3.1 Contractor Representative**

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

**Clifford Cameron - Product Representative**

**810-688-1234**

[Cliff@kminternational.com](mailto:Cliff@kminternational.com)

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

### **3.2 Customer Service Toll-Free Number**

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

**800-492-1757**

### 3.3 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

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

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

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

#### Alta Equipment Company

56195 Pontiac Trail

New Hudson, MI 48165

**Alta Equipment is an authorized distributor of KM International's full equipment line. Alta is authorized to sell, service, and provide parts for any of KM International products.**

### 3.4 Security

The Contractor may be subject the following security procedures:

- a) Valid proof of State ID for delivery personnel entering secured locations.
- b) The Contractor will send only responsible current employees with a valid license.
- c) Contractor's employees shall have attire identifying them as a Contractor representatives.
- d) The Contractor's employees are subject to background checks and drug tests at the time of hire.
- e) The State may require the Contractor's personnel to wear State issued identification badges.

## 4. Pricing

### 4.1 Price Term

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

**\*"Contractor's Catalog" consists of Schedule G - Pricing**

### 4.2 Price Changes

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

### 4.3 Electronic Catalog

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

## 5. Ordering

### 5.1 Authorizing Document

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

### 5.2 Order Verification

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

## 6. Acceptance

### 6.1 Acceptance, Inspection and Testing

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



<p>a) Equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor's expense.</p> <p>b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.</p> <p>c) Acceptance is not complete for partial deliveries until final deliverables are received.</p>
<p><b>6.2 Final Acceptance</b></p> <p>a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.</p> <p>b) All set-up and/or training and orientation shall be completed.</p> <p>c) Per Standard Contract Terms, Section 16, Acceptance.</p>
<p><b>7. Invoice and Payment</b></p> <p><b>7.1 Invoice Requirements</b></p> <p>All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price; and (h) contract number.</p>
<p><b>7.2 Payment Methods</b></p> <p>The State will make payment for Contract Activities by EFT as outlined in section 20 of Standard Contract Terms.</p>
<p><b>8. Additional Requirements</b></p> <p><b>8.1 Environmental and Energy Efficient Products</b></p> <p>The Contractor must provide products that meet the following environmental or energy efficient standards: (OR)</p> <p>The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.</p>
<p><b>8.2 Hazardous Chemical Identification</b></p> <p>In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, <i>et seq.</i>, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.</p> <p>The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.</p>
<p><b>8.3 Mercury Content</b></p> <p>Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.</p>
<p><b>8.4 Brominated Flame Retardants</b></p> <p>The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.</p>
<p><b>8.5 Licensing Agreement</b></p> <p>The Contractor must provide a copy of any applicable licensing agreement.</p>
<p><b>8.6 Key Personnel</b></p> <p>The Contractor must appoint one individual who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 hours.</p> <p>The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.</p> <p>The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform.</p> <p style="text-align: center;"> <b>Clifford Cameron</b>  <b>810-688-1234</b>  <a href="mailto:Cliff@kminternational.com">Cliff@kminternational.com</a>  <b>North Branch, MI 48461</b> </p>

## 8.7 Organizational Chart

Cliff Cameron – President			Bryan Burke –CEO	
Sales / Marketing			Administrative	Parts
Michael Blake Marketing Director	Kurt Schwartz Territory Manager	Mike McGuckin Territory Manager	Ginger Russell AR/ AP	Vicki Revoldt Comptroller
			Greg Welke - Parts/Warranty Mgr.	
			Matt Baldwin Service Mgr.	

### 9. Invoice Credits

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

### 10. Liquidated Damages

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

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

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

# STATE OF MICHIGAN

Contract Dept. 171, No. 180000001054  
Asphalt Patching & Sealing Equipment

## SCHEDULE B SPECIFICATIONS

### #3 - Specification # C36-0401.18 Roadway Asphalt Recycler Trailer

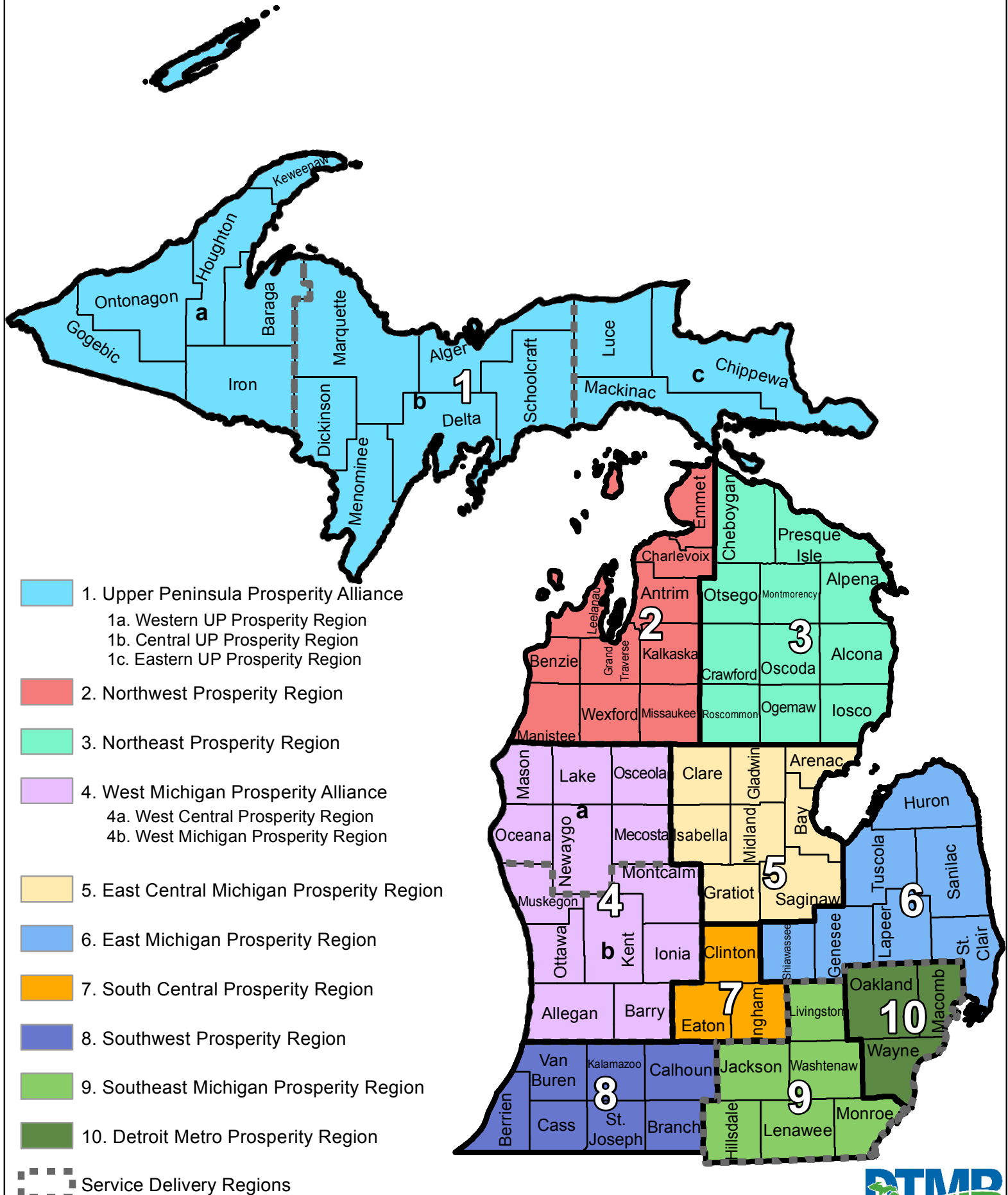
All items specified and furnished by the Contractor shall be new of the latest model in current production and shall include all standard features normally offered with these models

Referenced Make and Model: KM International KM T-2 Asphalt Recycler		KM International KM T-2 Asphalt Recycler
<b>1.0 Basic Requirements:</b>		
<b>1.1</b> Recycler unit shall be designed to recycle up to 4 tons an hour.		YES
<b>1.2</b> The asphalt recycler shall be able to recycle either saw cut material or asphalt millings.		YES
<b>1.3</b> The unit is designed to produce "plant quality" hot mix asphalt from recycled asphalt product (RAP).		YES
<b>1.4</b> The recycling asphalt temperature is controlled by the operator		YES
<b>1.5</b> Operating temperature ranges from 280 to 360 degrees Fahrenheit		YES
<b>2.0 Loading Hopper:</b>		
<b>2.1</b> The unit will be equipped with a top opening loading hopper with an minimum opening size of 26" x 94"		YES
<b>2.2</b> Loading hopper will be constructed of 3/16" steel, 235 Brinell hardened		YES
<b>2.3</b> The loading hopper will be raised and lowered by 2 - 2" x 16" hydraulic cylinders with a minimum rating of 3,250 psi		YES
<b>2.4</b> The loading hopper will be equipped with two vibrators to assist material load feed into the asphalt drum. Vibrators will be operated by a manual push button		YES
<b>2.5</b> Loading hopper must be located at the rear of the unit		YES
<b>3.0 Asphalt Heating Drum:</b>		
<b>3.1</b> The asphalt heating drum will be constructed of 3/16" steel. ASTM A36 steel alloy with the outside diameter insulated		YES
<b>3.2</b> The asphalt heating drum shall be equipped with eight (8) 3/16 inch Brinell hardened steel agitators inside of drum		YES
<b>3.3</b> The agitators will have a sawtooth design at staggered heights in order to break down material		YES
<b>3.4</b> The asphalt heating drum will be hydraulically controlled to rotate clockwise and counter clockwise, with a rotation speed of approximately 10 rpm		YES
<b>3.5</b> The asphalt heating drum will sit and rotate on four (4) 3" x 8" steel foraged casters. Each caster will be rated for 14,000 lbs. and be equipped with 1-1/4" precision tapered roller bearings.		YES
<b>3.6</b> The asphalt heating drum will sit on a single 3' x 6' thrust caster rated at 12,000lbs. And be equipped with 1-1/4 precision tapered roller bearings		YES
<b>4.0 Engine:</b>		YES
<b>4.1</b> The unit will be equipped with a liquid cooled, direct injected, Tier IV emission compliant diesel engine		YES
<b>4.2</b> The engine will be a minimum of 21.6 BHP @ 3200 rpm		YES
The engine will have spin-on type oil and fuel filters.		YES
<b>4.3</b> An engine control panel shall be provided with the following components, auto shutdown protection will be provided for alternator, oil pressure, and coolant temperature. An hour meter and RPM gauge key switch, and a speed selector switch (idle/run) will be included.		YES
<b>4.4</b> Engine cover will enclose engine, and battery		YES
<b>4.5</b> The engine will have a 12 volt starter, 60 amp alternator		YES
<b>4.6</b> The battery will be a 12 volt marine type deep cycle gel battery		YES
<b>4.7</b> The unit will include a minimum 80 gallon fuel tank with replaceable filter, with a manual shut off valve, This will be a shared tank with the burner		YES
<b>5.0 Hydraulics:</b>		
<b>5.1</b> The hydraulic fluid reservoir will hold a capacity of 30 gallons		YES
<b>5.2</b> The unit will be equipped with a hydraulic cooler with a hydraulic fan which is adjustable to accommodate hot or cold weather conditions		YES
<b>5.3</b> The hydraulic pump output will be 12 gallons per minute with a drive shaft		YES
<b>5.4</b> The hydraulic motor will be a 38 cubic inch unit with a 3 piece self-centering keyless shaft-hub locking assembly		YES
<b>5.5</b> Hydraulic cylinders: Lift (1) - 5" x 15" Load (2) - 2" x 16"		YES
<b>5.6</b> Hydraulics will be manually adjustable and equipped with a variable speed hydraulic heat exchanger, control valve, pressure gages, filters, piping and hoses		YES
<b>6.0 Heating System:</b>		
<b>6.1</b> The heating source will be a Beckett model SDC burner or equivalent		YES
<b>6.2</b> The burner will be capable of being run on Number 1 or 2 diesel or B-5 bio-diesel		YES
<b>6.3</b> The burner will have a maximum capacity of 700,000 BTU		YES
<b>6.4</b> Burner shall be mounted on an adjustable swivel arm that rotates horizontally		YES
<b>6.5</b> Other components to be included are piping, hoses pressure gauge, hour meter, and swivel arm		YES
<b>7.0 Paint and safety decals:</b>		

## SCHEDULE B

<b>7.1</b>	The unit shall be painted manufactures standard color, paint shall be a Dupont two part epoxy.	<b>YES</b>
<b>7.2</b>	Unit will be equipped with all required safety decals and signage	<b>YES</b>
<b>8.0</b>	<b>Trailer:</b>	
<b>8.1</b>	The frame is to be constructed of 8" channel steel with 2 1/2" x 1/4 square tube support members	<b>YES</b>
<b>8.3</b>	Trailer will be equipped with a 3" pintle hitch that is adjustable in height from 18" to 30"	<b>YES</b>
<b>8.4</b>	Trailer will to be equipped with four (4) ST 235/80R 16 trailer service tires, with the same size spare tire and wheel mounted to the trailer	<b>YES</b>
<b>8.5</b>	Electric trailer brakes on all wheels / with brake away protection	<b>YES</b>
<b>8.6</b>	The trailer shall have a dual axle leaf spring system with 7000 lb. axles	<b>YES</b>
<b>8.7</b>	The GVWR will be a minimum of 8,850 lbs.	<b>YES</b>
<b>8.8</b>	Fenders shall be a minimum of 11 gage diamond plate steel welded to the frame	<b>YES</b>
<b>8.9</b>	Tongue jack, rated at 7000lbs. with a swivel mount manual jack stand	<b>YES</b>
<b>8.10</b>	Trailer to be equipped with 3/8" zinc coated grade 70 safety chains	<b>YES</b>
<b>8.11</b>	Trailer Lights: DOT approved tail, stop and turn LED type, wired for turn signals independent of stop lights	<b>YES</b>
<b>8.12</b>	Per MDOT supplied - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps	<b>YES</b>
<b>8.13</b>	Trailer plug to also be wired to allow charging of the battery off of the tow vehicle	<b>YES</b>
<b>8.14</b>	All wires passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metal conduit.	<b>YES</b>
<b>8.15</b>	Ends of all wires shall be adequately anchored to prevent loosening	<b>YES</b>
<b>8.16</b>	All electrical connections shall be soldered and enclosed in heat shrink or in water tight junction blocks	<b>YES</b>
<b>8.17</b>	Scotch locks and wire nuts are not acceptable	<b>YES</b>

# State of Michigan Prosperity Regions

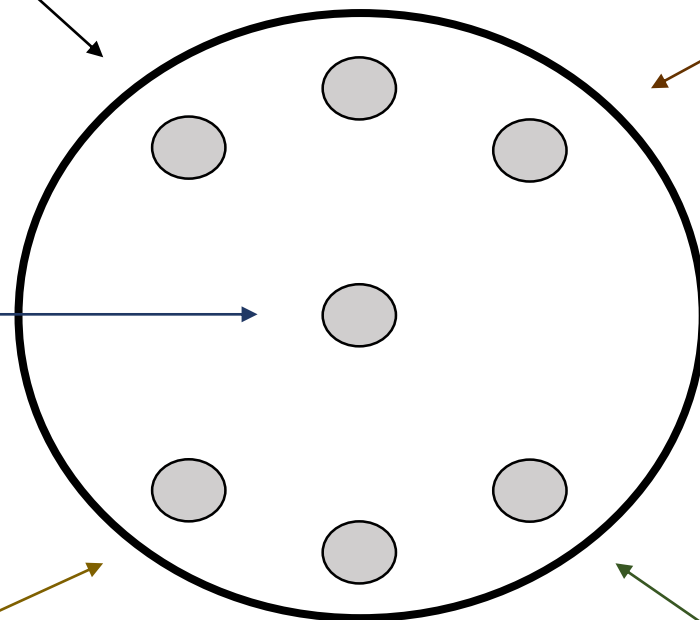


#2 – Black Key-On  
Power Terminal

#1 – White Ground  
Return to Towing  
Vehicle

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

#7 – Blue Electric  
Brakes



#3 – Yellow Left  
Turn Directional,  
Disability and Stop

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

#5 – Green Right  
Turn Directional,  
Disability and Stop



**(Use Std J560 Connector)**

**All Non-Tractor/Trailer Non-  
ABS Truck-End (Viewed  
from Wire Side of Plug)**

Rev Date: 03/04/2015

## **LIMITED WARRANTY – HOTBOX AND T2**

KEIZER-MORRIS INTERNATIONAL, INC. (hereinafter called KMII) warrants the equipment manufactured by KMII to be free from defects in material and workmanship on the invoice date to the original purchaser. KMII will, for a period of twelve (12) months from the invoice date, repair or replace any serviceable or consumable parts determined by KMII to be defective. These parts include, but are not limited to, insulation, fuel lines, bearings, filters, ignition components, power supplies, axle components, oil, fuels and lubricants. All components, with the exception of the previously listed twelve (12) month warrantied parts, will be covered under this warranty for a period of twenty-four (24) months. The trailer frame components, hotbox body and workmanship is warrantied for a period of five (5) years from the invoice date. This warranty applies only when the claim is approved and repaired by a KMII representative.

Diesel burner is warranted for continuous operation while in the tow or in the dump position without the loss of flame or operation. However, check your local laws and restrictions for the legality of operating equipment with the diesel burner while in tow.

KMII will not be liable for general wear and tear, or any malfunction, damage or wear caused by misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-KMII component parts. This warranty applies only when the equipment is used for its intended purpose and properly maintained.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized KMII distributor or the factory direct, for verification of the claimed defect. If the claimed defect is verified, KMII will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser standard ground prepaid, expedited shipping will not be covered. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which may include the cost of parts, labor, and transportation. This warranty covers labor at an hourly rate of \$79 per hour only when approved and directed by KMII service technicians.

KMII will in no event be liable for indirect, incidental, special or consequential damages resulting from KMII supplying equipment hereunder, or the furnishing performance, or use of any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of KMII or otherwise.

KMII's sole obligation and buyer's sole remedy for any breach of warranty shall be set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential lost) shall be available. Any action for breach of warranty must be brought within two (2) Year(s) of date of invoice. THIS WARRANTY IS EXCLUSIVE, NON TRANSFERABLE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.



*The Choice of Asphalt Professionals Worldwide*

6561 Bernie Kohler Drive • North Branch, MI 48461

Phone: (800) 492-1757 • Fax: (810) 688-8765 • [www.kminternational.com](http://www.kminternational.com)

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**From**

**Date:** 3/6/18

KM International  
6561 Bernie Kohler Dr.  
North Branch, MI 48461

**To**

State of Michigan

**RE:** RFP DEPT. 171 No. 180000001125 Transferable Warranty

The following is to certify that any equipment purchased through KM International directly or any of its Distributors will be transferrable to the State of Michigan upon the sale of the equipment.

A handwritten signature in blue ink, appearing to read 'M. Blake', written over a horizontal line.

Michael Blake  
Marketing Director  
810-688-1234  
[mblake@kminternational.com](mailto:mblake@kminternational.com)

A handwritten signature in blue ink, appearing to read 'Alyssa LaForge', written over a horizontal line.

Alyssa LaForge  
Sales Coordinator  
248-356-5200  
[Alyssa.laforge@altaequipment.com](mailto:Alyssa.laforge@altaequipment.com)



**ALTA** EQUIPMENT  
COMPANY





ASPHALT RECYCLER  
**KM T2**



- 1 12" LOAD OPENING FOR MILLINGS, CHUNKS, AND OTHER RAP MATERIAL
- 2 INSULATED ASPHALT HEATING DRUM CONSTRUCTED OF 3/16" STEEL
- 3 LOADING CHUTE HYDRAULICALLY CONTROLLED
- 4 EXHAUST STACK
- 5 ACCESS DOOR FOR EASY MAINTENANCE
- 6 21HP KUBOTA DIESEL ENGINE
- 7 8" CHANNEL STEEL FRAME
- 8 HYDRAULIC CONTROL PANEL



Cost Savings: Asphalt for \$15-25 a ton compared to \$60-75 at the plant or \$110 + for cold patch

Efficiency: Produces a load of 2,600Lbs. every 15-20 minutes or Approx. 4 tons/hr.

Reliability: Recycle millings into plant quality or better mix year round

Green Process: No longer do you have to throw out old chunks or millings

Versatility: Ability to add as much or as little asphalt cement as you want to completely customize you mix design

Profitability: If you are an asphalt producer you now have the ability to keep key customers supplied with HMA year round

Time Saving: Skip the long lines and hassle at the asphalt plant by using the T-2 to produce HMA at your shop or on the job site

Catalog Pricing For PURCHASE							DELIVERY - Lump sum cost per region (per Schedule C, Prosperity Regional Map)												
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	Pricing w/Discount	Set-Up Fees	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	3. Northeast	4a. West Central	4b. West Michigan	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
1	KM International : KM T-2 Asphalt Recycler	Asphalt Patching	\$ 90,275.00	18%	\$ 74,575.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
2	KM International: KM T-2S Asphalt Recycler	Asphalt Patching	\$ 90,275.00	18%	\$ 74,575.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
3	KM International :KM 4000TEPX	Asphalt Patching	\$ 16,560.00	18%	\$ 13,680.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
4	KM International :KM 4000TEPD	Asphalt Patching	\$ 21,447.50	18%	\$ 17,717.50	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
5	KM International :KM 4000THPX	Asphalt Patching	\$ 17,825.00	18%	\$ 14,725.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
6	KM International :KM 4000THPD	Asphalt Patching	\$ 25,070.00	18%	\$ 20,710.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
7	KM International :KM 4000TEDX	Asphalt Patching	\$ 19,492.50	18%	\$ 16,102.50	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
8	KM International :KM 4000TEDD	Asphalt Patching	\$ 24,380.00	18%	\$ 20,140.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
9	KM International :KM 4000THDX	Asphalt Patching	\$ 20,700.00	18%	\$ 17,100.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
10	KM International :KM 4000THDD	Asphalt Patching	\$ 25,645.00	18%	\$ 21,185.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
11	KM International :KM 8000TEPX	Asphalt Patching	\$ 22,540.00	18%	\$ 18,620.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
12	KM International :KM 8000TEPD	Asphalt Patching	\$ 28,290.00	18%	\$ 23,370.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
13	KM International :KM 8000THPX	Asphalt Patching	\$ 24,035.00	18%	\$ 19,855.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
14	KM International :KM 8000THPD	Asphalt Patching	\$ 29,785.00	18%	\$ 24,605.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
15	KM International :KM 8000TEDX	Asphalt Patching	\$ 25,415.00	18%	\$ 20,995.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
16	KM International :KM 8000TEDD	Asphalt Patching	\$ 31,165.00	18%	\$ 25,745.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
17	KM International :KM 8000THDX	Asphalt Patching	\$ 27,025.00	18%	\$ 22,325.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
18	KM International :KM 8000THDD	Asphalt Patching	\$ 32,775.00	18%	\$ 27,075.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
19	KM International :KM 4000SXPX	Asphalt Patching	\$ 10,982.50	18%	\$ 9,072.50	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
20	KM International :KM 4000SXDX	Asphalt Patching	\$ 15,065.00	18%	\$ 12,445.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
21	KM International:KM 8000SXPX	Asphalt Patching	\$ 16,790.00	18%	\$ 13,870.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
22	KM International :KM 8000SXDX	Asphalt Patching	\$ 20,470.00	18%	\$ 16,910.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
23	KM International :KM 1000SXPX	Asphalt Patching	\$ 7,015.00	18%	\$ 5,795.00	\$ 200.00	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
24	KM International :LB 2-16	Asphalt Patching	\$ 8,567.50	18%	\$ 7,077.50	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500

25	KM International :KM 2-18X	Asphalt Patching	\$ 10,235.00	18%	\$ 8,455.00	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
26	KM International :KM 4-40	Asphalt Patching	\$ 20,010.00	18%	\$ 16,530.00	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
27	KM International :KM 4-48	Asphalt Patching	\$ 21,735.00	18%	\$ 17,955.00	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
28	KM International :Crack Jet II	Asphalt Patching	\$ 4,312.50	18%	\$ 3,562.50	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
29	KM International :KM 55 Rubber Melter	Asphalt Patching	\$ 5,520.00	18%	\$ 4,560.00	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
30	KM International :MA 10 Rubber Applicator	Asphalt Patching	\$ 1,121.25	18%	\$ 926.25	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
31	KM International :Crack Maintenance Trailer Package	Asphalt Patching	\$ 17,221.25	18%	\$ 14,226.25	\$ 200.00	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Options (Asphalt Hotbox Trailers)																			
1.1	7 Gallon Solvent Tank	Equipment Option	\$ 414.00	18%	\$ 342.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2	Tool Rack	Equipment Option	\$ 333.50	18%	\$ 275.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3	Spare Tire - Loose	Equipment Option	\$ 299.00	18%	\$ 247.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.4	Spare Tire-Mounted	Equipment Option	\$ 586.50	18%	\$ 484.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5	Light Bar-Directional Arrow Board	Equipment Option	\$ 1,610.00	18%	\$ 1,330.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.6	Strobe Light	Equipment Option	\$ 316.25	18%	\$ 261.25	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.8	Work Lights	Equipment Option	\$ 373.75	18%	\$ 308.75	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.9	Hoist-Manual	Equipment Option	\$ 1,840.00	18%	\$ 1,520.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.10	Hoist-12V Electric	Equipment Option	\$ 3,277.50	18%	\$ 2,707.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.11	Utility Hand Torch - LP Unit	Equipment Option	\$ 632.50	18%	\$ 522.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.12	Utility Hand Torch - Diesel Unit	Equipment Option	\$ 632.50	18%	\$ 522.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.13	30 Gallon Tack Tank	Equipment Option	\$ 4,542.50	18%	\$ 3,752.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.14	Spary Tack Unit	Equipment Option	\$ 3,680.00	18%	\$ 3,040.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.15	Extended Trailer - 4 Ton Unit	Equipment Option	\$ 575.00	18%	\$ 475.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.16	Extended Trailer - 2 Ton Unit	Equipment Option	\$ 1,782.50	18%	\$ 1,472.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.17	Mounted Deck for 2-18X Infrared Unit	Equipment Option	\$ 287.50	18%	\$ 237.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.18	60 LB. Propane Cyclinders	Equipment Option	\$ 345.00	18%	\$ 285.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.19	100 LB. Propane Cylinders	Equipment Option	\$ 598.00	18%	\$ 494.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.20	Low Teperature Thermostat (Only Required for Propane Units)	Equipment Option	\$ 1,265.00	18%	\$ 1,045.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.21	Heated Shovel Deck	Equipment Option	\$ 632.50	18%	\$ 522.50	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Options (Asphalt Hotbox Skid Mounted)																			
2.1	60 LB. Propane Cyclinders	Equipment Option	\$ 345.00	18%	\$ 285.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2	100 LB. Propane Cylinders	Equipment Option	\$ 598.00	18%	\$ 494.00	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

[illegible]

**DELIVERY - Lump sum cost per region (per Schedule C, Prosperity Regional Map)**

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