

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14934 OC

PAGE 1 of 1	ORDER DATE 10/14/21
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 2358757	
VENDOR ADDRESS: FALCON EQUIPMENT HOLDINGS LLC DBA FALCON ROAD MAINTENANCE EQUIPMENT LLC 2600 W SALZBURG RD FREELAND MI 48623-9324	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 03, 2021 THROUGH OCTOBER 02, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Sourcewell Contract #052417-FRM

Contract to supply and deliver Asphalt Recycling, Hot Boxes, and Patching Equipment, through a prime vendor program to State of Nebraska agencies for the period October 03, 2021 through October 02, 2022.

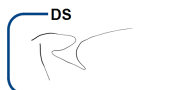
Payment: 45 days

(For the File This RFP and Contract are bid and awarded by Sourcewell® (formerly NJPA). All Request For Proposal (RFP), evaluations, etc. are retained by Sourcewell®.)

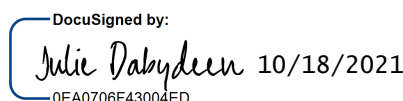
Vendor Contact: Ric Simon
Phone: 248-207-1783
Email: ric@falconrme.com

Participating Addendum Amendment One (1) as attached. (10/14/21 MH)

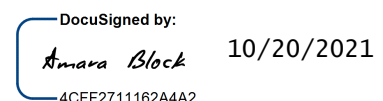
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ASPHALT RECYCLING, HOT BOXES AND PATCHING EQUIPMENT	50,000.0000	\$	1.0000

DS


10/18/2021

DocuSigned by:

0EA0706F43004ED...

BUYER

DocuSigned by:

4CFF2711162A4A2...

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA

**PARTICIPATING ADDENDUM
AMENDMENT ONE**

**ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
MATERIALS, AND SUPPLIES**

Contract 14934 OC

Between

**Falcon Road Maintenance Equipment, LLC
[hereinafter "Contractor"]**

And

**State of Nebraska
[hereinafter "Participating State" or "Participating" Entity]**

Sourcewell Contract #052417-FRM

State of Nebraska Contract Number: 14934 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Falcon Road Maintenance Equipment, LLC (Contractor). The purpose of this Amendment is to renew the Participating Addendum for an additional year.

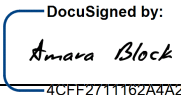
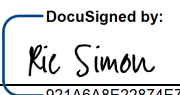
WHEREAS, the Participating Addendum may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Participating Addendum as follows:

CONTRACT PERIOD

October 3, 2021 through October 2, 2022.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: State of Nebraska	Contractor: Falcon Asphalt Repair Equipment
By:  <small>DocuSigned by:</small> <small>4CFF2711162A4A2...</small>	By:  <small>DocuSigned by:</small> <small>921A6A8E22874E7...</small>
Name: Amara Block	Name: Ric Simon
Title: General Counsel and Acting Chief Procurement Officer	Title: vice President
Date: 10/20/2021	Date: 10/6/2021

STATE OF NEBRASKA CONTRACT AWARD

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1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14934 OC

PAGE 1 of 1	ORDER DATE 02/07/18
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 2358757	
VENDOR ADDRESS: FALCON EQUIPMENT HOLDINGS LLC DBA FALCON ROAD MAINTENANCE EQUIPMENT LLC 120 WALDO AVE MIDLAND MI 48642-5965	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 21, 2018 THROUGH OCTOBER 02, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from National Joint Powers Alliance ® (NJPA) Contract 052417-FRM

Contract to supply and deliver Asphalt Recycling, Hot Boxes, and Patching Equipment, through a prime vendor program to State of Nebraska agencies for the period February 21, 2018 through October 2, 2021, with the option to renew for one (1) additional one (1) year period per the terms, conditions, and specification of the " Request for Proposal" .

Payment: 45 days

(For the File - All requests for proposal (RFP) evaluation, etc., are retained by National Joint Power Alliance® (NJPA). This RFP and Contract are bid and awarded by and on behalf of NJPA and its current and potential member agencies to include all government, higher education, K-12 education, nonprofit, tribal government, and other public agencies located nationally within all fifty (50) states and Canada, and internationally, of which, Nebraska is a member).

(For the File: The NJPA Master Price Agreement contract period was effective October 2, 2017. The Participating Addendum for Nebraska Became effective February 21, 2018.)

Vendor Contact: Ric Simon
Phone: 248-207-1783
Email: ric@falconrme.com

(ml 02/07/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ASPHALT RECYCLING, HOT BOXES AND PATCHING EQUIPMENT	50,000.0000	\$	1.0000

2-13-18 Julie Dabudeen 2/7/18
BUYER
Douglas Jensen 13 FEB 18
MATERIEL ADMINISTRATOR



SOURCEWELL #052417-FRM

1/1/2022

		LIST PRICE	SOURCEWELL PRICE	9 OR MORE UNITS
<p>PLEASE NOTE: When options are described as being required, they are not included in the price. For example, a 2 ton dump box trailer requires the tandem axle frame upgrade, therefore the tandem axle frame must be added to the 2 ton trailer pricing</p>				
Description				
Quick Ship Models				
FAL00001	2 Ton Roadway -battery charger, 24 hour timer included-only slow moving decals, 5lb fire extinguisher and loading door gas assists shocks can be added to this model	\$ 19,008	\$ 17,107	\$ 16,594
FAL00002	2 Ton Transporter - battery charger package, 24 hour timer, dump box, 16' frame, 16" tires, release agent sprayer basket, LED lighting upgrade, LED night work lights, strobe warning lights, 3 position tool holder	\$ 35,955	\$ 32,360	\$ 31,389
FAL00003	4 Ton Transporter - battery charger package, 24 hour timer, dump box,16' frame, 16" tires, release agent sprayer basket, LED lighting upgrade, LED night work lights, strobe warning lights, 3 position tool holder	\$ 39,529	\$ 35,576	\$ 34,509
FAL00004	4 Ton Recycler - battery charger package, dual burner recycling package, 24 hour timer, dump box, 16' frame, 16" tires, release agent sprayer basket, LED lighting upgrade, LED night work lights, strobe warning lights, 3 position tool holder	\$ 45,528	\$ 40,975	\$ 39,746
FAL00005	6 Ton Recycler - battery charger package, dual burner recycling package, 24 hour timer, dump box, 18' frame, 16" tires, release agent sprayer basket, LED lighting upgrade, LED night work lights, strobe warning lights, 3 position tool holder	\$ 67,007	\$ 60,306	\$ 58,497
Quick Ship Options			\$ -	\$ -
FAL00007	30 gallon heated/insulated tack tank	\$ 4,947	\$ 4,452	\$ 4,319
FAL00008	Rejuvenator Spray System - 5.5 HP Motor	\$ 4,362	\$ 3,926	\$ 3,808
FAL00009	Rejuvenator spray system hose reel	\$ 957	\$ 861	\$ 835
FAL00010	Pour pot mounting bracket	\$ 219	\$ 197	\$ 191
FAL00011	LP torch with 20lb bracket	\$ 647	\$ 582	\$ 565
FAL00012	plate compactor basket (24"x24")	\$ 394	\$ 355	\$ 344
FAL00013	hoist with 12-volt winch	\$ 3,382	\$ 3,044	\$ 2,952
FAL00014	Bomag bvp18/45-2	\$ 3,667	\$ 3,300	\$ 3,201
FAL00015	VIBCO GR-1600 Roller	\$ 3,907	\$ 3,516	\$ 3,411
FAL00016	spare tire holder	\$ 417	\$ 375	\$ 364
FAL00017	spare tire on 16in wheel	\$ 371	\$ 334	\$ 324
FAL00018	5lb extinguisher	\$ 293	\$ 264	\$ 256
FAL00019	wheel chocks	\$ 227	\$ 204	\$ 198
FAL00020	document holder	\$ 131	\$ 118	\$ 114
FAL00021	slow moving vehicle stickers	\$ 88	\$ 79	\$ 77
Trailers			\$ -	\$ -

FAL00023	1 Ton Mini Trailer - 12-volt battery, single vapor draw propane burner, auto temp, electric brakes with safety breakaway, single axle w/ tubular steel frame , battery charger package- 3,500 lb GVWR, 16" tires, hopper tarp cover, bracket for 30 lb cylinder and shoveling apron, 24 hour timer. Limited options	\$ 14,606	\$ 13,145	\$ 12,751
FAL00024	2 Ton Trailer - 12-volt battery, single diesel or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, electric brakes with safety breakaway, single axle w/ tubular steel frame - 7,000 lb GVWR, 16" tires, manual loading and unloading doors, battery charger package, limited options, 16' frame, 2 red and 1 amber light per side.	\$ 24,073	\$ 21,666	\$ 21,016
FAL00025	3 Ton Trailer - 12-volt battery, single diesel or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, electric brakes with safety breakaway, tandem axle w/ tubular steel frame - 14,000 lb GVWR, 16" tires, manual loading and unloading doors, battery charger package, 16' frame, 2 red and 1 amber light per side	\$ 29,083	\$ 26,175	\$ 25,389
FAL00026	4 Ton Trailer - 12-volt battery, single diesel or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, electric brakes with safety breakaway, tandem axle w/ tubular steel frame - 14,000 lb GVWR, 16" tires, manual loading and unloading doors, battery charger package, 16' frame, 2 red and 1 amber light per side.	\$ 31,353	\$ 28,218	\$ 27,371
FAL00027	6 Ton Trailer - 12-volt battery, diesel or vapor draw propane heat source, dual burner recycling package, 24 hour timer, auto temp, dump box,VIP, one piece ceramic combustion chamber, electric brakes with safety breakaway, tandem torsion axle w/ tubular steel frame - 20,000 lb GVWR, 17.5" tires, 19' frame, manual bifold loading doors, manual unloading door, battery charger package, 2 red and 1 amber light per side.	\$ 65,571	\$ 59,014	\$ 57,243
FAL00028	oil jacketed hopper (2 to 4 tons)	\$ 5,216	\$ 4,694	\$ 4,554
FAL00029	tandem axle frame	\$ 2,471	\$ 2,224	\$ 2,157
FAL00030	dump box	\$ 6,292	\$ 5,663	\$ 5,493
FAL00031	Dump Box Power Up & Power Down Hydraulic Capability	\$ 652	\$ 587	\$ 569
FAL00032	two diesel burners -includes 24-hour timer	\$ 6,068	\$ 5,461	\$ 5,297
FAL00033	two diesel burners -includes 7-day timer	\$ 6,223	\$ 5,601	\$ 5,433
FAL00034	two vapor draw propane burners	\$ 6,068	\$ 5,461	\$ 5,297
FAL00035	two liquid draw propane burners	\$ 6,291	\$ 5,662	\$ 5,492
FAL00036	electric overnight heat - 110V system	\$ 3,011	\$ 2,710	\$ 2,629
FAL00037	electric overnight heat - 240V system	\$ 3,436	\$ 3,092	\$ 3,000
FAL00038	short frame	\$ 695	\$ 626	\$ 607
FAL00039	extended frame 2 ft - total frame length 18' - 2"x8"x1/4"	\$ 2,625	\$ 2,363	\$ 2,292
FAL00040	extended frame 4 ft - total frame length 20' - 2"x10"x1/4"	\$ 3,528	\$ 3,175	\$ 3,080
FAL00041	surge brakes	\$ 1,753	\$ 1,578	\$ 1,530
	Slip-Ins		\$ -	\$ -

FAL00043	2 Ton Slip-in - 12-volt battery, single diesel burner, auto temp, VIP, one piece ceramic combustion chamber, manual loading and unloading doors, shoveling apron, fork pockets, battery charger package- limited options	\$ 18,352	\$ 16,517	\$ 16,021
FAL00044	3 Ton Slip-in - 12-volt battery, single diesel burner or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, hydraulic loading and unloading doors, shoveling apron, fork pockets, battery charger package	\$ 31,392	\$ 28,253	\$ 27,405
FAL00045	4 Ton Slip-in - 12-volt battery, single diesel burner or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, hydraulic bifold loading and unloading doors, shoveling apron, fork pockets, battery charger package	\$ 32,272	\$ 29,045	\$ 28,173
FAL00046	5 Ton Slip-in - 12-volt battery, single diesel burner or vapor draw propane burner, auto temp, VIP, one piece ceramic combustion chamber, hydraulic bifold loading and unloading doors, shoveling apron, fork pockets, battery charger package	\$ 40,857	\$ 36,771	\$ 35,668
FAL00047	6 Ton Slip-in - 12-volt battery, diesel burner or vapor draw propane burner, dual burner recycling package, 24 hour timer, auto temp, VIP, one piece ceramic combustion chamber, hydraulic bifold loading and unloading doors, shoveling apron, fork pockets, battery charger package	\$ 53,133	\$ 47,820	\$ 46,385
FAL00048	8 Ton Slip-in - 12-volt battery, diesel burner or vapor draw propane burner, dual burner recycling package, 24 hour timer, auto temp, VIP, one piece ceramic combustion chamber, hydraulic bifold loading doors, hydraulic unloading door, shoveling apron, fork pockets, battery charger package	\$ 73,678	\$ 66,310	\$ 64,321
FAL00049	10 Ton Slip-in - 12-volt battery, dual diesel burner recycling package, 24 hour timer, auto temp, VIP, one piece ceramic combustion chamber, hydraulic bifold loading doors, hydraulic unloading door, shoveling apron, fork pockets, battery charger package	\$ 116,311	\$ 104,680	\$ 101,540
FAL00050	Pump for on-board hydraulics	\$ 2,399	\$ 2,159	\$ 2,094
FAL00051	Self dumping truck mount chassis	\$ 6,959	\$ 6,263	\$ 6,075
FAL00052	hook lift	\$ 5,860	\$ 5,274	\$ 5,116
	Standalone Tack Distributors		\$ -	\$ -
FAL00054	150 gallon tack trailer - 12-volt battery, single 7,000 lb double eye axle, electric brakes w/safety breakaway, single diesel burner, insulated, 24"x24" clean out port, insulated, (2) LED 4" red S/T/T lights (1 per side), spray system, hose reel, battery charger package, vip, 16" tires	\$ 23,903	\$ 21,513	\$ 20,867
FAL00055	150 gallon tack truck mount - 12-volt battery, single diesel burner, 24"x24" clean out port, insulated, spray system, hose reel, battery charger package, vip	\$ 17,317	\$ 15,585	\$ 15,118
FAL00056	250 gallon tack trailer - 12-volt battery, single 7,000 lb double eye axle, electric brakes w/safety breakaway, single diesel burner, 24"x24" clean out port, insulated, (2) LED 4" red S/T/T lights (1 per side), spray system, hose reel, battery charger package, vip, 16" tires	\$ 25,964	\$ 23,368	\$ 22,667

FAL00057	250 gallon tack truck mount - 12-volt battery, single diesel burner, 24"x24" clean out port, insulated, spray system, hose reel, battery charger package, vip	\$ 18,915	\$ 17,024	\$ 16,513
FAL00058	500 gallon tack trailer - 12-volt battery, single diesel burner, insulated, electric brakes w/safety breakaway, tandem axle, 24"x24" clean out port, (2) LED 4" red S/T/T lights (1 per side), spray system, hose reel, battery charger package, vip	\$ 30,728	\$ 27,655	\$ 26,826
FAL00059	8' adjustable spray bar	\$ 2,586	\$ 2,327	\$ 2,258
FAL00060	electric start	\$ 263	\$ 237	\$ 230
FAL00061	in-cab control for spray bar	\$ 4,354	\$ 3,919	\$ 3,801
FAL00062	remote control for spray bar	\$ 355	\$ 320	\$ 310
FAL00063	reversing pump	\$ 5,381	\$ 4,843	\$ 4,698
	Lighting Options		\$ -	\$ -
FAL00065	night work lights (LED)	\$ 533	\$ 480	\$ 465
FAL00066	arrow board LED	\$ 2,054	\$ 1,849	\$ 1,793
FAL00067	arrow stick LED	\$ 1,598	\$ 1,438	\$ 1,395
FAL00068	backup lights	\$ 309	\$ 278	\$ 270
FAL00069	warning strobe (rotating beacon)	\$ 579	\$ 521	\$ 505
FAL00070	Extra Marker Lights for Quebec Trailers	\$ 127	\$ 114	\$ 111
	Tires		\$ -	\$ -
FAL00072	16" spare tire on wheel	\$ 371	\$ 334	\$ 324
FAL00073	17.5" Spare tire on wheel	\$ 749	\$ 674	\$ 654
FAL00074	spare tire holder	\$ 417	\$ 375	\$ 364
	Tack Tank Options		\$ -	\$ -
FAL00076	15 Gallon heated oil jacketed tack tank	\$ 7,744	\$ 6,970	\$ 6,761
FAL00077	15 gallon heated/insulated	\$ 4,702	\$ 4,232	\$ 4,105
FAL00078	15 gallon non-heated/non-insulated	\$ 2,532	\$ 2,279	\$ 2,210
FAL00079	30 Gallon heated Oil-Jacketed tack tank	\$ 8,207	\$ 7,386	\$ 7,165
FAL00080	30 gallon heated/insulated	\$ 4,947	\$ 4,452	\$ 4,319
FAL00081	30-Gallon non-heated/non-insulated	\$ 1,913	\$ 1,722	\$ 1,670
FAL00082	30 gallon insulated/non heated	\$ 2,671	\$ 2,404	\$ 2,332
FAL00083	Rejuvenator Spray System - 5.5 HP Motor	\$ 4,362	\$ 3,926	\$ 3,808
FAL00084	Rejuv spray system hose reel	\$ 957	\$ 861	\$ 835
	Compaction Equipment and Mounting Options		\$ -	\$ -
FAL00086	hoist with 12-volt winch	\$ 3,382	\$ 3,044	\$ 2,952
FAL00087	bomag bvp18/45-2	\$ 3,667	\$ 3,300	\$ 3,201
FAL00088	bomag bvp18/45-2w	\$ 4,076	\$ 3,668	\$ 3,558
FAL00089	plate compactor basket (24"x24")	\$ 394	\$ 355	\$ 344
FAL00090	vibco gr basket (30"x30")	\$ 533	\$ 480	\$ 465
FAL00091	Rear Hydraulic Plate Compactor Basket	\$ 2,200	\$ 1,980	\$ 1,921
FAL00092	VIBCO GR-1600 Roller	\$ 3,907	\$ 3,516	\$ 3,411
FAL00093	VIBCO GR-3200 Roller	\$ 13,920	\$ 12,528	\$ 12,152
	Other Equipment Options		\$ -	\$ -
FAL00095	24 hour timer	\$ 440	\$ 396	\$ 384
FAL00096	7 day timer	\$ 579	\$ 521	\$ 505
FAL00097	2ft trailer hitch	\$ 247	\$ 222	\$ 216
FAL00098	3ft trailer hitch	\$ 293	\$ 264	\$ 256
FAL00099	5lb extinguisher	\$ 293	\$ 264	\$ 256
FAL00100	10lb extinguisher	\$ 366	\$ 329	\$ 320
FAL00101	3" Pintle Eye	\$ 154	\$ 139	\$ 134
FAL00102	50/550 thermometer	\$ 564	\$ 508	\$ 492
FAL00103	10K drop leg jack	\$ 425	\$ 383	\$ 371

FAL00104	Additional SRM24 12-Volt Battery	\$ 401	\$ 361	\$ 350
FAL00105	backup alarm	\$ 229	\$ 206	\$ 200
FAL00106	bifold loading doors	\$ 1,742	\$ 1,568	\$ 1,521
FAL00107	cold weather package	\$ 1,729	\$ 1,556	\$ 1,509
FAL00108	custom color match	\$ 664	\$ 598	\$ 580
FAL00109	document holder	\$ 131	\$ 118	\$ 114
FAL00110	emergency stop button	\$ 494	\$ 445	\$ 431
FAL00111	flaming river disconnect switch	\$ 369	\$ 332	\$ 322
FAL00112	hopper extensions	\$ 610	\$ 549	\$ 533
FAL00113	hopper access step	\$ 309	\$ 278	\$ 270
FAL00114	hour meter	\$ 204	\$ 184	\$ 178
FAL00115	Hydraulic Loading Doors	\$ 2,934	\$ 2,641	\$ 2,561
FAL00116	Hydraulic Unloading Door	\$ 2,146	\$ 1,931	\$ 1,873
FAL00117	loading door gas assist shocks	\$ 502	\$ 452	\$ 438
FAL00118	lockable battery boxes	\$ 239	\$ 215	\$ 209
FAL00119	LP torch with 20lb bracket	\$ 647	\$ 582	\$ 565
FAL00120	LP torch with 60lb bracket	\$ 1,243	\$ 1,119	\$ 1,085
FAL00121	LP torch hose reel	\$ 957	\$ 861	\$ 835
FAL00122	pendant bracket	\$ 71	\$ 64	\$ 62
FAL00123	Pour pot mounting bracket	\$ 219	\$ 197	\$ 191
FAL00124	Railing for Hopper Access Platform	\$ 672	\$ 605	\$ 587
FAL00125	release agent basket	\$ 378	\$ 340	\$ 330
FAL00126	Sight glass for diesel fuel tank	\$ 127	\$ 114	\$ 111
FAL00127	slow moving vehicle stickers	\$ 88	\$ 79	\$ 77
FAL00128	solar battery maintainer	\$ 371	\$ 334	\$ 324
FAL00129	solvent tank	\$ 510	\$ 459	\$ 445
FAL00130	tool box (25x10x10)	\$ 494	\$ 445	\$ 431
FAL00131	Tool Holder - 2-position	\$ 131	\$ 118	\$ 114
FAL00132	Tool Holder - 3-Positions	\$ 148	\$ 133	\$ 129
FAL00133	tool holder - 5 positions	\$ 279	\$ 251	\$ 244
FAL00134	tool holder fender clips (for 2 shovels)	\$ 198	\$ 178	\$ 173
FAL00135	tread plate for open floor extension	\$ 204	\$ 184	\$ 178
FAL00136	Upgrade to 9k Suspension - Tandem Axle Trailer	\$ 1,502	\$ 1,352	\$ 1,311
FAL00137	Voltmeter	\$ 88	\$ 79	\$ 77
FAL00138	washdown system with hose reel	\$ 1,976	\$ 1,778	\$ 1,725
FAL00139	water tank	\$ 936	\$ 842	\$ 817

STATE OF NEBRASKA

**PARTICIPATING ADDENDUM
ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
MATERIALS, AND SUPPLIES**

National Joint Powers Alliance® (NJPA) Contract #052417-FRM

Between

**Falcon Road Maintenance Equipment, LLC
[hereinafter "Contractor"]**

And

**State of Nebraska
[hereinafter "Participating State" or "Participating" Entity]
State Contract Number: 14934 OC**

SCOPE

This addendum covers the purchase of Asphalt Recycling, Hot Box, and Patching Equipment for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

CONTRACT PERIOD

February 21, 2018 through October 2, 2021. The contract may be extended for an additional year at NJPA's discretion.

PRIMARY CONTACTS

Contractor

Name	Falcon Road Maintenance Equipment, LLC Ric Simon
Address	120 Waldo Ave Midland, MI 48642
Telephone	248-207-1783
Fax	
E-mail	ric@falconrme.com

Participating Entity

Name	State of Nebraska Julie Dabydeen
Address	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-1429
Fax	402-471-2089
E-mail	julie.dabydeen@nebraska.gov

State of Nebraska Standard Terms and Conditions Below

IMPORTANT NOTICE/POSTING OF DOCUMENTS

Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

Any entity awarded a contract agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract, awards, and other documents.

A. NOTIFICATION

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

B. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

C. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this contract.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

D. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

E. ASSIGNMENT, SALE OR MERGER

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

F. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Contractor and the political subdivisions may negotiate additional terms and conditions that are not inconsistent with the Master Agreement and Participating Addendum. Political subdivisions may enter into any form of agreement for which they have statutory authority.

G. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

H. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

K. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

L. INDEPENDENT CONTRACTOR/OBLIGATIONS

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

M. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

O. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION (STATUTORY)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by this contract.

P. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

Q. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

R. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

S. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

T. PROHIBITION AGAINST ADVANCE PAYMENT (STATUTORY)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

U. LATE PAYMENT (STATUTORY)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

V. FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATION (STATUTORY)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

W. RIGHT TO AUDIT (STATUTORY)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

X. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

Y. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to

any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Z. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work

AA. WARRANTY

The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.

BB. REPORTS

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period, less any credits. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State as listed below.

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

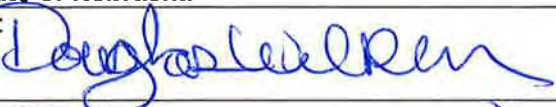

Ordering Entity
Purchase order number;
Description;
Quantity; and
Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Reports shall be sent to: as.materiel purchasing@nebraska.gov; to the attention of the Participating Entity's primary contact. Please include the contract number, 14934 OC, in the subject line of the email.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: State of Nebraska	Contractor:
By: 	By: 
Name: DOUGLAS WILKER	Name: ERIC R. SIMON
Title: AS Materiel Administrator	Title: Vice-President
Date: 13 FEB 18	Date: 2/1/18