Iowa Department of Transportation
Purchasing Section
Contract

Contract #:5666

11 A07: HEAVY DUTY SINGLE AXLE SNOW REMOVAL TRUCKS

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and O'HALLORAN INT'L INC of PO BOX 1804 DES MOINES, IA 503051804 (hereinafter "Supplier").

1. In consideration of Three Million Three Hundred Fifty Seven Thousand Seven Hundred Seventy Five and 00/100 dollars ($3,357,775.00) payable as set forth in the specifications. Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for 11 A07: HEAVY DUTY SINGLE AXLE SNOW REMOVAL TRUCKS, PER SPEC. NO./PROJ. NO. 4618, as let on DECEMBER 1, 2010 at the following agreed price(s) or rate(s):

| Item | Quantity | Unit of Measure | Unit Price | Discount | Total |
|---|---|---|---|---|---|
| 0001 | 24 | EACH | 117,579.0000 | 0.00 | 2,821,896.00 |
| | INTERNATIONAL WORKSTAR MONROE/REXROTH<br>4 CU YD BODY WITH HYDRAULIC HOIST--CRYSTEEL HD TIPPER<br>STAINLESS STL TAILGATE SPREADER LEFT DISCHARGE--MONROE MS966-OW/LH-201-IA<br>140 GALLON TAILGATE MOUNTED PRE-WETTER--MONROE PW140-IA<br>BBC 107" WB 177" | | | | |
| 0002 | 6 | EACH | 719.0000 | 0.00 | 4,314.00 |
| | MERITOR FRONT AXLE 16K LB<br>MFS-16-143A | | | | |
| 0003 | 3 | EACH | 2,098.0000 | 0.00 | 6,294.00 |
| | INTERNATIONAL WORKSTAR EXTENDED CAB<br>ADJUSTED BBC 133" ADJUSTED WB 203" | | | | |
| 0004 | 3 | EACH | 7,351.0000 | 0.00 | 22,053.00 |
| | INTERNATIONAL WORKSTAR CREW CAB<br>ADUSTED BBC 151" ADJUSTED WB 221" | | | | |
| 0005 | 8 | EACH | 339.0000 | 0.00 | 2,712.00 |
| | INTERNATIONAL WORKSTAR LONG WHEELBASE<br>ADJUSTED BBC 107" ADJUSTED WB 201" | | | | |
| 0006 | 7 | EACH | 1,585.0000 | 0.00 | 11,095.00 |
| | MONROE SPREADER DUAL<br>MS966-TS-201-IA | | | | |
| 0007 | 1 | EACH | 526.0000 | 0.00 | 526.00 |
| | MONROE SPREADER CENTER<br>MS966-CD-201-IA | | | | |
| 0008 | 1 | EACH | 175.0000 | 0.00 | 175.00 |
| | MONROE SPREADER RIGHT<br>MS966-RH-201-IA | | | | |

| Item | Quantity | Unit of Measure | Unit Price | Discount | Total |
|---|---|---|---|---|---|
| 0009 | 7 | EACH | 5,404.0000 | 0.00 | 37,828.00 |
| MONROE ZERO-VELOCITY SPREADER LEFT<br>ACCU-PLACE-LH | | | | | |
| 0010 | 1 | EACH | 5,527.0000 | 0.00 | 5,527.00 |
| MONROE ZERO-VELOCITY SPREADER RIGHT<br>ACCU-PLACE-RH | | | | | |
| 0011 | 1 | EACH | 2,816.0000 | 0.00 | 2,816.00 |
| MONROE LEFT WINTER COMBINATION TAILGATE<br>RTS86-32-6-OW | | | | | |
| 0012 | 1 | EACH | 3,736.0000 | 0.00 | 3,736.00 |
| MONROE DUAL WINTER COMBINATION TAILGATE<br>RTS86-32-6-DD | | | | | |
| 0013 | 7 | EACH | 7,738.0000 | 0.00 | 54,166.00 |
| MONROE ZERO-VELOCITY LEFT WINTER COMBINATION TAILG<br>RT586-32-6-ACCU-L | | | | | |
| 0014 | 1 | EACH | 7,932.0000 | 0.00 | 7,932.00 |
| MONROE ZERO-VELOCITY RIGHT WINTER COMBINATION TAIL<br>RT586-32-6-ACCU-R | | | | | |
| 0015 | 6 | EACH | 8,938.0000 | 0.00 | 53,628.00 |
| MONROE IN-BED TANK ANTI-ICE SYSTEM<br>SA-526-IA | | | | | |
| 0016 | 1 | EACH | 12,737.0000 | 0.00 | 12,737.00 |
| MONROE RADIUS DUMP BODY W/ 150 GALLON PREWET<br>RDS-120/150PW | | | | | |
| 0017 | 16 | EACH | 1,024.0000 | 0.00 | 16,384.00 |
| MONROE WING HYDRAULIC<br>M4 | | | | | |
| 0018 | 7 | EACH | 3,879.0000 | 0.00 | 27,153.00 |
| MONROE LIGHT DUTY MID-EXTENDABLE WING L OR R<br>8EX-WMB-IA | | | | | |
| 0019 | 4 | EACH | 5,569.0000 | 0.00 | 22,276.00 |
| MONROE LIGHT DUTY MID-MOUNT WING LEFT OR RIGHT<br>HDEX-WMB-IA | | | | | |
| 0020 | 1 | EACH | 9,882.0000 | 0.00 | 9,882.00 |
| MONROE LIGHT DUTY MID-MOUNT WING DUAL<br>HDEX-WMB-DUAL-IA | | | | | |
| 0021 | 3 | EACH | 7,836.0000 | 0.00 | 23,508.00 |
| MONROE MEDIUM DUTY FRONT WING<br>MPW-8 | | | | | |
| 0022 | 2 | EACH | 6,925.0000 | 0.00 | 13,850.00 |
| MONROE MEDIUM DUTY REAR-REAR WING<br>MJW-8-REAR | | | | | |
| 0023 | 17 | EACH | 10,832.0000 | 0.00 | 184,144.00 |
| MONROE UNDERBODY SNOW PLOW<br>FNB-11-IA | | | | | |
| 0024 | 1 | EACH | 0.0000 | 0.00 | 0.00 |
| SCHMIDT-WASAU SQH FRONT PLOW HITCH SYSTEM<br>SQH | | | | | |
| 0025 | 2 | EACH | 1,853.0000 | 0.00 | 3,706.00 |
| INSTA-CHAIN AUTOMATIC TIRE CHAINS<br>SA | | | | | |

| Item | Quantity | Unit of Measure | Unit Price | Discount | Total |
|---|---|---|---|---|---|
| 0026 | 4 | EACH | 2,128.0000 | 0.00 | 8,512.00 |
| | US TARP AUTOMATIC TARP<br>10' | | | | |
| 0027 | 1 | EACH | 925.0000 | 0.00 | 925.00 |
| | REXROTH CASTING HYDRAULIC CIRCUITS<br>M4 | | | | |

2. The parties agree that the following documents shall be considered part of this contract:
   a. Agency's notice and instruction to bidders dated DECEMBER 1, 2010;
   b. Supplier's proposal, with attachments, if any;
   c. "Standard Specifications for Highway and Bridge Construction", 2001 series, including special provisions;
   d. Agency's general and detailed plans, if any; and

3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before DECEMBER 22, 2010 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before DECEMBER 22, 2011.

4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.

5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.

6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.

7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
   314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.

8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.

9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.

11. Additional terms:
This is a one (1) year contract with the option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

Dated _____

Iowa Department of Transportation
Operations & Finance Division
Patricia Harmeyer, Purchasing Director
(Agency)

By _____

Date 1-5-11

O'HALLORAN INT'L INC
(Supplier)

By _____

Date 12/23/10

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