North Dakota Department of Transportation **NDDOT Contract #** 50142052
INVITATION TO BID

Bid Number: 975-08-14-050	Bid Opening Date & Time: 12/22/2014 02:00 PM
Items: Agricultural Tractor Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505	Email: vbrosten@nd.gov
Contract Period: 05/01/2015 TO 04/30/2016	Date Prepared: 12/08/2014

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name	Vendor Address
Gooseneck Implement	800 31st Ave SW, Minot, ND 58701

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name Gooseneck Implement		
Mailing Address 800 31st Ave SW, Minot, ND 58701		
Telephone Number 701-852-4667	Fax Number 701-852-1408	E-mail Address andrewporsborg@gooseneckimp.com

Jamie Melgaard, Owner
Name & Title (Type or Print)

Signature

12/18/2014
Date

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature Grant Levi		Date 1/30/15
Recommended for approval	Date 1-29-15	Approximate contract amount $ 235,000.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 29 day of January 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 975-08-14-050
BID OPENING DATE/TIME - **December 22, 2014; 2:00 p.m.**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: http://www.dot.nd.gov/forms/sfn60135.pdf.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Past performance may also affect the award at the discretion of the NDDOT. References must be furnished upon request by NDDOT.

NDDOT may reject any or all bids. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
   - Mark envelope as indicated.
   - Review Standard Terms and Conditions contained in this solicitation.
   - Sign your bid on the cover sheet.
   - Initial all bid/pricing changes you made.
   - Bid responses must be submitted in ink or type written.
   - Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: http://www.nd.gov/spo/

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document **not later than end of business December 15, 2014.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**
- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement Officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Equipment Rental Agreement will be incorporated into the contract.

Bidders must review the attached Equipment Rental Agreement for indemnifications and insurance requirements.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

No alteration of these provisions will be permitted without prior written approval from the NDDOT in consultation with the North Dakota Risk Management Division.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the Procurement Officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:
- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Contract Management.** The day to day activities of the rentals will be dealt with on the district level between district personnel and the awarded dealership(s). Any changes in the contract must be approved by the Procurement Officer.

4. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

5. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given.

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an **effective date beginning May 1, 2015 and ending November 30, 2015, for the tractors without a loader and from May 1, 2015 through April 30, 2016 for the tractors with loaders**. No contract shall exceed a period of one year.

7. **Contract Volume.** The quantities to be rented as indicated herein are best estimates. NDDOT reserves the right to vary actual quantities from those indicated at any time before the bid opening and by written notifications to the contractor(s) after award and throughout the term of the contract.

8. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their tractors running during the term of the contract with minimal down time. Bidders must include a narrative describing their ability to respond to breakdowns with emergency service or replacement equipment.

9. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
   i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
   ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

   Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
   i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
   ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
   iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Delivery.** NDDOT requests delivery of the units **not later than MAY 1, 2015**. If rental equipment is not available within the specified time, the bidder must indicate the approximate date delivery can be expected on the bid document. Dealer is responsible for delivery to and pick up from the receiving NDDOT district(s).

11. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

12. **Billing and Payment Procedures.** Invoices are to be submitted to the individual districts as indicated on the Equipment Rental Agreements. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

16. **Specifications.** Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.

17. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Where the bid document and the ERA conflict, the bid specifications will prevail. Please address concerns or comments to the Procurement Officer.

Sufficient Equipment Rental Agreements will be created to allow for the various equipment/vendor/district combinations which may occur as a result of the bid award.

The ERA's will be provided to the Lessor(s), to be completed, signed and returned to the NDDOT upon contract award.

18. **Equipment Summary.** An equipment summary will be maintained which will include the equipment data for each unit (vendor, serial number, make, model, description, unit value). Awarded contractors will provide serial numbers and assist in the maintenance of accurate data in the equipment summary.

BIDDER CHECKLIST

HAVE YOU REMEMBERED TO:

- ☐ Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- ☐ Mark bid envelope as indicated
- ☐ Review this solicitation document – then provide questions or objections by date specified
- ☐ Provide an authorized signature on the bid cover sheet
- ☐ Initial all bid or pricing changes you made
- ☐ Bid responses must be submitted in ink or type written
- ☐ Identify service locations
- ☐ Attach rental conditions and a brief narrative of your company's ability to respond to breakdowns with emergency service or replacement equipment
- ☐ Indicate bidders' award preference by district as requested
- ☐ Provide manufacturer's specifications and literature

11/4/13

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. The tractors shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be approximately 7 months. Tractors shall be delivered not later than May 1st of 2015 and returned by November 30th 2015. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

Tractors are to be used for an estimated 250 engine hours during the rental period. Additional hours over 250 shall be invoiced at the quoted hourly rate for hours over 250. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 250 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractors. Lessee will accept responsibility for any breakage due to negligence done by them. Tractors will have normal wear and tear from roadside mowing when returned. The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Tractors out of service for five working days or more shall require a replacement tractor of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the tractor. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on tractor cleanliness, and basic operation to prevent damage to the tractor. Rear wheels of the tractor shall be set out the maximum width, but not less than 96" from outside of tire to outside of tire at or before the time of delivery.

Payment/compensation shall be paid as follows: 70% of the total price bid for 250 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30% plus any additional amount over 250 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the tractors.

BIDDER _____

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
110 PTO HP liquid cooled 6 cylinder diesel engine with MFWD	X		
Front fenders for MFWD	X		
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio	X		
Standard Instrumentation	X		
16F/16R Powershift Transmission with power shuttle feature, CVT, IVT, **or Equal**	X		
Triple Remote cylinder control valves (3 detent)	X		
2500 PSI at 26 GPM hydraulic pump	X		
540/1000 RPM PTO	X		
3 Point Hitch, category 2 7400# minimum	X		
Draw bar to extend beyond the rear tires	X		
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal	X		
Wheel weights to be adequate for stability and traction	X		
Rear wheels of the tractor shall be set out not less than 96" from outside of tire to outside of tire	X		
Muffler, vertical with rain protection	X		
50 gallon fuel tank, minimum	X		
Personal position seat-mechanical suspension, air suspension, or equal	X		
Foot/Hand throttle	X		
Hydraulic engaged wet disk clutch	X		
Hydraulic wet disk brakes	X		
Headlights, warning and tail lights, manufacturers standard	X		
Right and left hand outside mirrors	X		
Mounting bracket with adapter to mount DOT furnished strobe light OR factory installed strobe light(s)	X		
Mounting bracket to mount furnished slow-moving vehicle sign	X		
Full warranty throughout the rental period	X		

The tractors shall be delivered and training provided at the following locations:

8	**each**	**Bismarck, ND**
4	**each**	**Valley City, ND**
6	**each**	**Devils Lake, ND**
8	**each**	**Minot, ND**
8	**each**	**Dickinson, ND**
9	**each**	**Grand Forks, ND**
11	**each**	**Williston, ND**
5	**each**	**Fargo, ND**

BIDDER _____

11/4/13

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR WITH LOADER

The intent of this bid specification is to request pricing for the rental of an Ag Tractor with loader for road side mowing and winter maintenance operations which includes loading salt/sand in our trucks and blowing snow with a 3-pt snow blower. The tractor with loader shall be new or used less than 150 hours and be of the current model year. The rental period will be for approximately 12 months. The tractor with loader shall be delivered not later than May 1st of 2015 and returned by April 30, 2016. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

The tractor with loader is to be used for an estimated 300 engine hours during the rental period. Additional hours over 300 shall be invoiced at the quoted hourly rate for hours over 300. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 300 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractor with loader. Lessee will accept responsibility for any breakage due to negligence done by them. Tractors will have normal wear and tear from roadside mowing, loading salt/sand into trucks, and the snow blowing operation. The units may have minor corrosion from the salt. The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.

Lessor, or an authorized representative, shall provide 24-hour parts availability. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Any tractor with loader out of service for five days or more shall require a replacement tractor with loader of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to oversee the attachment of the intended implement and make recommendations to prevent damage to the tractor or the attached implement. Lessor, or an authorized representative, shall also at the time of delivery familiarize the operators to ensure efficient operation and to prevent damage to the tractor. Rear wheels of the tractor shall be set out to the maximum width, but not less than 96" from outside of tire to outside of tire at the time of delivery.

Payment/compensation shall be paid as follows: 70% of the total price bid for 300 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30 % plus any additional amount over 300 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the tractors.

BIDDER _____

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
110 PTO HP liquid cooled 6 cylinder diesel engine with MFWD	X		
Front fenders for MFWD	X		
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio	X		
Standard Instrumentation	X		
16F/16R Powershift Transmission with power shuttle feature, CVT, IVT **or Equal**	X		
Triple Remote cylinder control valves (3 detent)	X		
2500 PSI at 26 GPM hydraulic pump	X		
540/1000 RPM PTO	X		
3 Point Hitch, category 2 7400# minimum	X		
Draw bar to extend beyond the rear tires	X		
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal	X		
Wheel weight to be adequate for stability and traction	X		
Rear wheels of the tractor shall be set out to 96" from outside of tire to outside of tire, not to exceed the width of the bucket	X		
Muffler, vertical with rain protection	X		
50 gallon fuel tank, minimum	X		
Personal position seat-mechanical suspension, air suspension, or equal	X		
Foot/Hand throttle	X		
Hydraulic engaged wet disk clutch	X		
Hydraulic wet disk brakes	X		
Headlights, warning and tail lights, manufacturer's standard	X		
Right and left hand outside mirrors	X		
Mounting bracket with adapter to mount DOT furnished strobe light or factory strobe light(s)	X		
Mounting bracket to mount furnished slow moving vehicle sign	X		
Manufacturer's own name brand heavy duty loader with joystick control	X		
8' wide bucket 1 cubic yard heaped capacity (heavy material bucket) **NOTE: dealer must provide bucket cutting edge if the dealer requires one to be used.**	X		
Engine and transmission block heater	X		
Full warranty throughout the rental period	X		

The tractor shall be delivered and training provided at the following locations:

16 each	**Bismarck, ND**
7 each	**Valley City, ND**
7 each	**Devils Lake, ND**
8 each	**Minot, ND**
1 each	**Dickinson, ND**
2 each	**Grand Forks, ND**
2 each	**Williston, ND**
1 each	**Fargo, ND**

BIDDER _____

11/4/13

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. The tractors shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be approximately 7 months. Tractors shall be delivered not later than May 1st of 2015 and returned by November 30th 2016. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

Tractors are to be used for an estimated 250 engine hours during the rental period. Additional hours over 250 shall be invoiced at the quoted hourly rate for hours over 250. Minimum payment for each tractor shall be the hourly rate times the estimated usage of 250 hours. ($Hourly Rate as bid x 250 hours = Minimum payment/tractor)

Lessee will carry physical damage insurance on the tractors. Lessee will accept responsibility for any breakage due to negligence done by them. Tractor will have normal wear and tear from mowing operations when returned. The dealer and DOT representative must complete the tractor return form attached within 10 working days of the tractors return. No claims for damage after the 10 working days will be permitted.

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Tractors out of service for five working days or more shall require a replacement tractor of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department. The lessor must provide enough front counter weight to offset a three point mounted sickle mower or rear rotary mower if needed.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the tractor. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on tractor cleanliness, and basic operation to prevent damage to the tractor. Rear wheels of the tractor shall be set out the maximum width.

Payment/compensation shall be paid as follows: 70% of the total price bid for 250 hours of use will be paid upon satisfactory acceptance of the contract and delivery of tractors, not earlier than July 10. The remaining 30% plus any additional amount over 250 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the tractors.

BIDDER _____

As a minimum, each unit shall be equipped with:

	COMPLY YES	COMPLY NO	COMMENTS
Minimum 80 – Maximum 91 PTO HP liquid cooled 4 cylinder diesel engine with MFWD	X		
Front fenders for MFWD	X		
Deluxe cab, ROPS, air conditioning/heat, AM/FM Radio	X		
Standard Instrumentation	X		
12F/12R Powershift Transmission with power shuttle feature, hydrostatic, CVT, **or Equal,**	X		
Triple Remote cylinder control valves (3 detent)	X		
2500 PSI at 16 GPM hydraulic pump	X		
540/1000 RPM PTO	X		
3 Point Hitch, category 2	X		
Draw bar to extend beyond the rear tires	X		
Front and rear tire compatibility with standard wheels and tires with bar type lug, or equal	X		
Wheel weight to be adequate for stability and traction	X		
Rear wheels of the tractor shall be set out not less than 72" from outside of tire to outside of tire	X		
Muffler, vertical with rain protection	X		
Sufficient fuel tank size to allow for 8 hour work day without refueling	X		
Personal position seat-mechanical suspension, air suspension, or equal	X		
Foot/Hand throttle	X		
Hydraulic engaged wet disk clutch	X		
Hydraulic wet disk brakes	X		
Headlights, warning and tail lights, manufacturers standard	X		
Right and left hand outside mirrors	X		
Mounting bracket with adapter to mount DOT furnished strobe light or factory strobe light(s)	X		
Mounting bracket to mount furnished slow moving vehicle sign	X		
Full warranty throughout the rental period	X		

The tractors shall be delivered and training provided at the following locations:

4 each	**Devils Lake, ND**
1 each	**Minot, ND**
4 each	**Grand Forks, ND**
1 each	**Fargo, ND**

BIDDER _____

BID RESPONSE

Bidder's preferred delivery district(s)

District	Qty	Configuration	Bidder's preference for delivery (yes, no, or n/a)
BISMARCK	24	STANDARD	Yes; Bid for up to 100% of qty.
VALLEY CITY	11	STANDARD	Yes; Bid for up to 50% of qty.
DEVILS LAKE	13	STANDARD	Yes; Bid for up to 50% of qty.
MINOT	16	STANDARD	Yes; Bid for up to 50% of qty.
DICKINSON	9	STANDARD	Yes; Bid for up to 100% of qty.
GRAND FORKS	11	(9) REAR DUALS	Yes; Bid for up to 50% of qty.
WILLISTON	13	STANDARD	Yes; Bid for up to 50% of qty.
FARGO	6	STANDARD	Yes; Bid for up to 100% of qty.
DEVILS LAKE	4	80-91 PTO HP	Yes; Bid for up to 50% of qty.
MINOT	1	80-91 PTO HP	Yes; Bid for up to 50% of qty.
GRAND FORKS	4	80-91 PTO HP	Yes; Bid for up to 50% of qty.
FARGO	1	80-91 PTO HP	Yes; Bid for up to 100% of qty.

Please attach rental conditions and a brief narrative of your company's ability to respond to breakdowns with emergency service or replacement equipment.

*The bid shall include a cost for each hour the unit will be used. The hourly rate may not be less than one (1) cent.

If bidder is offering more than one tractor size, then attach a list of models.

ITEM NO. 1 AGRICULTURE TRACTOR WITHOUT LOADER 59 EACH

$ 20.00 /HOUR*

TRACTOR YEAR/MAKE: 2015 John Deere MODEL: See Attached

ITEM NO. 2 AGRICULTURE TRACTOR WITH LOADER 44 EACH

$ 20.00 /HOUR*

TRACTOR YEAR/MAKE: 2015 John Deere MODEL: See Attached

ITEM NO. 3, OPTION 2 DUAL REAR WHEELS 10 EACH

This is an additional cost to the hourly rate provided above. This bid price will be added to the base rental rate/hour for these units.

GRAND FORKS, ND ADD $ 0.00 /HOUR

ITEM NO. 4 80 – 91 PTO HP AGRICULTURE TRACTOR WITHOUT LOADER ~~9~~ 10 EACH

$ 20.00 /HOUR*

TRACTOR YEAR/MAKE: 2015 John Deere MODEL: See Attached

PRIMARY CONTACT NAME AND BUSINESS LOCATION

PRIMARY CONTACT NAME Andy Porsborg

BUSINESS NAME: Gooseneck Implement

MAILING ADDRESS: 800 31st Ave SW

CITY & STATE: Minot, ND ZIP CODE: 58701

PHONE NUMBER: 701-852-4667 TOLL FREE: 1-855-334-6673

FAX NUMBER: 701-852-1408 EMAIL: andrewporsborg@gooseneckimp.com

BISMARCK DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Brian Dusek

BUSINESS NAME: RDO Equipment

SERVICE ADDRESS: 2000 Industrial Drive

CITY & STATE: Bismarck, ND ZIP CODE: 58502

PHONE NUMBER: 701-255-1139 TOLL FREE: 1-800-726-5391

FAX NUMBER: 701-223-2819 EMAIL: bdusek@rdoequipment.com

VALLEY CITY DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Mike Hass

BUSINESS NAME: Valley Plains Equipment

SERVICE ADDRESS: 1416 East Main Street

CITY & STATE: Valley City, ND ZIP CODE: 58072

PHONE NUMBER: 701-845-5386 TOLL FREE: 1-800-279-4020

FAX NUMBER: 701-845-4428 EMAIL: mhass@jamestownimp.com

DEVILS LAKE DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Joe Vetsch

BUSINESS NAME: Leading Edge Equipment

SERVICE ADDRESS: 506 Hwy 2 W

CITY & STATE: Devils Lake, ND ZIP CODE: 58301

PHONE NUMBER: 701-662-4948 TOLL FREE: 1-800-732-4305

FAX NUMBER: 701-662-7313 EMAIL: service@leadingedgeequip.com

MINOT DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Brad Nickelson

BUSINESS NAME: Gooseneck Implement

SERVICE ADDRESS: 1425 Highway 2 Bypass East

CITY & STATE: Minot, ND ZIP CODE: 58701

PHONE NUMBER: 701-852-0767 TOLL FREE: 1-800-735-4077

FAX NUMBER: 701-838-8728 EMAIL: bradnickelson@gooseneckimp.com

DICKINSON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Troy Hoff

BUSINESS NAME: Dakota Farm Equipment

SERVICE ADDRESS: 2430 East I-94 Business Loop

CITY & STATE: Dickinson, ND ZIP CODE: 58602

PHONE NUMBER: 701-225-8123 TOLL FREE: 1-800-584-7042

FAX NUMBER: 701-483-2229 EMAIL: troyhoff@dakotafarmequip.com

GRAND FORKS DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Luke Aipperspach

BUSINESS NAME: True North Equipment

SERVICE ADDRESS: 5101 Gateway Drive

CITY & STATE: Grand Forks, ND ZIP CODE: 58203

PHONE NUMBER: 701-746-4436 TOLL FREE: 1-888-456-0240

FAX NUMBER: 701-780-9550 EMAIL: service@forksequipment.com

WILLISTON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Dean Benth

BUSINESS NAME: Gooseneck Implement

SERVICE ADDRESS: Highway 2 & 85 North

CITY & STATE: Williston, ND ZIP CODE: 58801

PHONE NUMBER: 701-572-6724 TOLL FREE: 1-800-932-8736

FAX NUMBER: 701-572-0103 EMAIL: deanbenth@gooseneckimp.com

FARGO DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Dan Bleick

BUSINESS NAME: RDO Equipment

SERVICE ADDRESS: 2900 Main Ave SE

CITY & STATE: Moorhead, MN ZIP CODE: 56560

PHONE NUMBER: 701-526-2200 TOLL FREE: 1-800-726-5386

FAX NUMBER: 701-526-2201 EMAIL: dbleick@rdoequipment.com

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division, Rm. 22
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
		ND DEPARTMENT OF TRANSPORTATION
ADDRESS		608 E BOULEVARD AVENUE
CITY, STATE, ZIP CODE		BISMARCK ND 58505-0700
CONTACT		MARILYN K. LANGEHAUG
PHONE NO		701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
DAY (8HRS.)	RENTAL RATES * $	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
WEEK (44HRS.)	$			
MONTH (176 HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE

BILL TO INFORMATION					
NAME					
ADDRESS					
CITY		STATE		ZIP	
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT; OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT) :	TITLE :
SIGNATURE :	DATE :

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY :	DATE :
AGENCY DIRECTOR SIGNATURE :	DATE:

RENTAL EQUIPMENT RETURN FORM

Check lights for damage:

_____

_____

_____

Check sheet metal and fiber glass for damage:

_____

_____

_____

Check cab roof, antenna, mirrors, and glass for damage:

_____

_____

_____

Check cab interior for smoking, tears, etc.:

_____

_____

_____

Check all tires/tracks for damage (take pictures if any tires/tracks are in question):

_____

_____

_____

Date: _____

Model: _____

Serial Number: _____

Hours: _____

Dealer: _____

Dealer Signature: _____

District: _____

District Signature: _____

BIDDER _____

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

List of Models

The following list of models meets or exceeds the minimum specifications for each item, unless otherwise noted.

Item No. 1-Agricultural tractors without loader

2015 John Deere 6150M

2015 John Deere 6170M

2015 John Deere 6150R

2015 John Deere 6175R

2015 John Deere 6195R

2015 John Deere 6215R

2015 John Deere 7210R

2015 John Deere 7230R

2015 John Deere 7250R

2015 John Deere 7270R

Item No. 2- Agricultural tractors with loader

2015 John Deere 6150M

2015 John Deere 6170M

2015 John Deere 6150R

2015 John Deere 6175R

2015 John Deere 6195R

2015 John Deere 6215R

2015 John Deere 7210R

2015 John Deere 7230R

2015 John Deere 7250R

2015 John Deere 7270R

Item No. 4- 80-91 PTO HP Agricultural tractors without loader

2015 John Deere 5100M

2015 John Deere 6105M

2015 John Deere 6110R

Service Abilities:

When awarded this bid you will continue to work with the best service network in the agricultural industry, the John Deere Dealer Network. By working with your local John Deere dealer we feel we can provide maximum uptime for all units. We consistently provide superior service to all our customers by providing 24 hour parts and service along with the ability to work on all makes of equipment. The responsible service dealer will meet and or exceed the required maintenance along with any loaner equipment requirements for extended service issues as outline in this bid request.

Many manufacturers make agricultural equipment but there is only one John Deere Dealer Network and once awarded this bid you will discover the John Deere difference!

6175R Cab Tractor

Equipment for Base Machine
ENGINE: Tier 4 Emissions Compliant
John Deere PowerTech PVS Diesel
In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)
Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
175 Engine hp 97/68/EC @ Rated
Speed
140 SAE PTO hp @ Rated Speed
Variable Geometry Turbocharger and
Exhaust Gas Recirculation
Dual Temp Cooling System
PowerCore G2 Air Filtration System
with
Permanent Pre-Cleaning and Safety
Element
Deluxe Corner Post Exhaust
Self Priming and Bleeding
Electronic Fuel Pump
88.5 Gal. (335L) Fuel Tank Capacity
5.3 Gal. (20 L) DEF Tank Size
Capacity
Intelligent Power Management
TRANSMISSION:
20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)
Reduced engine rpm's at max
transport speed
Electronic LH Reverser
Perma-Clutch II (Hydraulically
Engaged
Wet Disk Clutch)
Speed Matching
Park Lock
Neutral Safety Start System
STEERING, BRAKES, DIFFERENTIAL:
Hydrostatic Steering
Wet-Disk Hydraulic Power Brakes
Hydraulically-Engaged Rear Axle
Differential Lock
HYDRAULICS:
Pressure and Flow Compensating
Axial
Piston Pump
41 GPM (155 L/min) Pump Output
26.4 GPM (100 L/min) Flow @ One SCV
Three 450 Series SCVs; Mechanical
with ISO
Breakaway Couplers
REAR PTO:
540/1000 RPM, 1-3/8 In. Independent
Rear PTO,
Reversible Shaft and PTO Master
Coolant Temperature
PTO Engagement
Engine Air Filter Restriction
Indicator
Alternator
Directional Indicators
Hazard Switch
CommandCenter 7 In. Display with
4100 Processor Includes:
Generation 4 AutoTrac Capability -
Activation Required
Video Capability with Tractor
Function Activated Triggers
Access Manager
Universal Machine and Work Monitor
Reconfigurable Display Function
Definable by Operator
iTEC Tractor and Implement Function
Control
OPERATOR PROTECTIVE STRUCTURE
ComfortView Cab with Air
Conditioning
and Heater
One Panorama LH Door
One Panorama RH Window
Front Windshield Washer and Wiper
Air Suspended Seat with Seat Belt
Tilt/Telescopic Steering Column
Operational Controls Console
Mounted
Floor Mat
Foot Throttle Control
Diff Lock Switch
AM/FM Stereo Radio with
Weatherband,
Clock, Two Speakers and Antenna
Coat hook
Overhead Storage Bin
Left Hand Storage Bin and Accessory
Outlet
Overhead Courtesy Light
Rear View Mirror
Cup Holder on RH console
Sun Visor
Right Hand Steps and Hand Rail
ELECTRICAL:
Key Shutoff
12 Volt Electrical System
12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)
200 Amp Alternator
3 Pin Accesory Outlet
Multi-Power Outlet Sockets
7 Terminal Rear Implement

Shield
Electrohydraulic Activation
Wet Multi-Disk Clutch
Neutral Start Safety System
Seat Activated PTO Warning
ROCKSHAFT, HITCH AND DRAWBAR:
Electrohydraulic Hitch with Transport
Lock and External Remote Controls
3-Point (Category 3/3N) Hitch
10,697 Lb. Lift Capacity
Electronic Lower Link Draft Sensing
Telescopic Draft Links
Sway Blocks
Category 2 Swinging Drawbar with Hammerstrap
Secondary Implement Chain Support
Adjustable Center Link with Ball End
INSTRUMENTATION:
Dashboard Instrument Panel Includes:
Tachometer
Speedometer
Hour Meter
Fuel Gauge
Diesel Exhaust Fluid Gauge
Engine Oil Pressure Indicator Light
Electrical Outlet Socket
12V Electrical Convenience Outlet on RH Console
LIGHTS:
Four Front Grille Headlights
Two Front Grille Worklights
Two Belt Line Mounted Lights
Four Front Roof Lights
Two Rear Roof Lights
Four Roof Mounted Flashing Hazard Lights
Two Rear Fender Tail Lights with Brake Lights
FRONT AXLE WHEELS AND TIRES:
MFWD
Steel Wheels
Electrohydraulic MFWD Engagement
Two 420/90R30 In. 142A8 R1 Radial Tires
REAR AXLE WHEELS AND TIRES:
Rack and Pinion Axle; 100.4 In. Length x 3.937 In. (100 mm) Diameter
Two Cast Wheels
Two 480/80R46 In. 158A8 R1 Radial Tires
MISCELLANEOUS:
JDLink Capable
Operator's Manual (English) and Holder
SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6110R Cab Tractor

Equipment for Base Machine
ENGINE: Tier 4 Emissions Compliant
John Deere PowerTech PSS Diesel
In-line 4-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)
Fuel System and 16 Valve Head
4.5 L (276 Cu. In.) Displacement
110 Engine hp (97/68/EC) at Rated
Speed
86 SAE PTO hp at Rated Speed
High Pressure Common Rail
Variable Geometry Turbocharger and
Exhaust Gas Recirculation
Dual Temp Cooling System
PowerCore G2 Air Filtration System
with
Permanent Pre-Cleaning and Safety
Element
Deluxe Corner Post Exhaust
Self Priming and Bleeding
Electronic Fuel Pump
55.5 Gal (210 L) Fuel Tank Capacity
3.4 Gal (13 L) DEF Tank Size
Capacity
Intelligent Power Management
TRANSMISSION:
24/24 AutoQuad PLUS ECO; 25 mph
(40km/h)
Reduced Engine rpm's at max
transport speed
Electronic LH Reverser
Perma-Clutch II (Hydraulically
Engaged
Wet Disk Clutch)
Speed Matching
Park Lock
Neutral Safety Start System
STEERING, BRAKES, DIFFERENTIAL:
Hydrostatic Steering
Wet-Disk Hydraulic Power Brakes
Hydraulically-Engaged Rear Axle
Differential Lock
HYDRAULICS:
Pressure and Flow Compensated (PFC)
30 GPM (114 L/min) Pump Output
26.4 GPM (100 L/min) Flow at One
SCV
Two 450 Series SCV's; Mechanical
with
ISO Breakaway Couplers
REAR PTO:
540/1000 RPM, 1-3/8 In. Independent
Rear PTO,
Reversible Shaft and PTO Master
Diesel Exhaust Fluid Gauge
Engine Oil Pressure Indicator Light
Coolant Temperature
PTO Engagement
Engine Air Filter Restriction
Indicator
Alternator
Directional Indicators
Hazard Switch
CommandCenter 7in Display with 4100
Processor Includes:
Generation 4 AutoTrac Capability -
Activation Required
Video Capability with Tractor
Function Activated Triggers
Access Manager
Universal Machine and Work Monitor
Reconfigurable Display Function
Definable by Operator
ITEC Headland Management System
OPERATOR PROTECTIVE STRUCTURE:
ComfortView Cab with Air
Conditioning
and Heater
Two Panorama Doors
Front Windshield Washer and Wiper
Air Suspended Seat with Seat Belt
Tilt/Telescopic Steering Column
Operational Controls Console
Mounted
Floor Mat
Foot Throttle Control
Diff Lock Switch
Pre-Radio Wiring and Speaker
Package
Two Speakers and External Antenna
Coat Hook
Overhead Storage Bin
Left Hand Storage Bin and Accessory
Outlet
Overhead Courtesy Light
Rear View Mirror (Code 8230)
Cup Holder on RH Console
Sun Visor
Right Hand Steps and Hand Rail
ELECTRICAL:
Key Shutoff
12 Volt Electrical System
12 Volt Battery, 154 Ah
(1230 Cold Cranking Amps)
200 Amp Alternator
3 pin Accessory Outlet (Code 8240)
Multi-Power Outlet Sockets (Code
878H)

- Shield
  Electrohydraulic Activation
  Wet Multi-Disk Clutch
  Neutral Start Safety System
  Seat Activated PTO Warning
  RH and LH Rear PTO Switch
  ROCKSHAFT, HITCH AND DRAWBAR:
  Electrohydraulic Hitch with Transport
  Lock and External Remote Controls
  3-Point (Category 2/3N) Hitch
  4755 Lb.(2157 kg) Lift Capacity
  Electronic Lower Link
  Telescopic Draft Links
  Sway Blocks
  Category 2 Swinging Drawbar with Hammerstrap
  Secondary Implement Chain Support
  Adjustable Center Link with Ball End
  INSTRUMENTATION:
  Dashboard Instrument Panel
  Includes:
    Tachometer
    Speedometer
    Hour Meter
    Fuel Gauge
  7 Terminal Rear Implement Electrical Outlet Socket (Code 8224)
  12V Electrical Convenience Outlet on RH Console
  LIGHTS:
  Four Front Grille Headlights
  Two Front Grille Worklights
  Two Belt Line Mounted Lights
  Four Front Roof Lights
  Two Rear Roof Lights
  Four Roof Mounted Flashing Hazard Lights
  Two Rear Fender Tail Lights with Brake Lights
  FRONT AXLE WHEELS AND TIRES:
  MFWD
  Steel Wheels
  Electrohydraulic MFWD Engagement
  Two 12.4R24 In. Tires
  REAR AXLE WHEELS AND TIRES:
  Flange Axle
  Adjustable Steel Wheels
  Two 16.9R30 In. Tires
  MISCELLANEOUS:
  JDLink Capable
  Operator's Manual (English) and Holder
  SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Brian Dusek, RDO Equipment	VANESSA BROSTEN
PHONE NO	701-255-1139; bdusek@rdoequipment.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$			
WEEK (44HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME					
	BISMARCK DISTRICT				
ADDRESS	218 S. Airport Rd				
CITY	Bismarck	STATE	ND	58504	58504-6003
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will

become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Jamie Melgaard	TITLE: GM/CEO
SIGNATURE:	DATE: 6-11-2015

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE: 6-12-15
AGENCY DIRECTOR SIGNATURE: Darcy R. Rosendahl, Dep. Dir for the director.	DATE: 12JUN2015

Grant Levi

APPROVED as to execution this
12 day of June 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Joe Vetsch, Leading Edge Equipment	VANESSA BROSTEN
PHONE NO	701-662-4948; service@leadingedgeequip.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
WEEK (44HRS.)	$			
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT DEVILS LAKE DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME					
	DEVILS LAKE DISTRICT				
ADDRESS	316 6th St. SE				
CITY	Devils Lake	STATE	ND	ZIP	58301-3628
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Jamie Melgaard	TITLE: GM/CEO
SIGNATURE:	DATE: 6-18-15

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: Brad Jan	DATE: 6-11-15
for the ~~AGENCY DIRECTOR SIGNATURE:~~ Grant Levi Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this
12 day of JUNE 2015
ATTORNEY GENERAL
By [signature]
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Brad Nickelson, Gooseneck Implement	VANESSA BROSTEN
PHONE NO	701-852-0767; bradnickelson@gooseneckimp.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$			
WEEK (44HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT MINOT DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME					
	MINOT DISTRICT				
ADDRESS	1305 Hwy. 2 Bypass East				
CITY	Minot	STATE	ND	ZIP	58701-7922
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Jamie Melgaard	TITLE: CEO - GM
SIGNATURE:	DATE: 6-11-15

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE: 6-11-15
for the AGENCY DIRECTOR SIGNATURE: ~~Grant Levi~~ Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this
12 day of JUNE 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Troy Hoff, Dakota Farm Equipment	VANESSA BROSTEN
PHONE NO	701-225-8123; troyhoff@dakotafarmequip.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$			
WEEK (44HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT DICKINSON DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME					
	DICKINSON DISTRICT				
ADDRESS	1700 3rd Ave. W. Suite 101				
CITY	Dickinson	STATE	ND	ZIP	58601-3009
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Janie Melgaard	TITLE: CEO-GM
SIGNATURE:	DATE: 6-11-2015

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE: 6-11-15
for the AGENCY DIRECTOR SIGNATURE: ~~Grant Levi~~ Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this
12 day of JUNE 20 15
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Luke Aipperspach, True North Equipment	VANESSA BROSTEN
PHONE NO	701-746-4436; service@forksequipment.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
WEEK (44HRS.)	$			
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT GRAND FORKS DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME	GRAND FORKS DISTRICT				
	1951 N. Washington				
ADDRESS	PO Box 13077				
CITY	Grand Forks	STATE	ND	ZIP	58208-3077
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT) : Jamie Melgaard	TITLE : CEO GM
SIGNATURE :	DATE : 6-11-2015

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY : Brad Dall	DATE : 6-11-15
for the AGENCY DIRECTOR SIGNATURE : Grant Levi Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this 12 day of JUNE 2015
ATTORNEY GENERAL
By [signature]
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Dean Benth, Gooseneck Implement	VANESSA BROSTEN
PHONE NO	701-572-6724; deanbenth@gooseneckimp.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
WEEK (44HRS.)	$			
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT WILLISTON DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME	WILLISTON DISTRICT				
	605 Dakota Parkway W.				
ADDRESS	PO Box 698				
CITY	Williston	STATE	ND	ZIP	58802-0698
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR **OTHER AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Jamie Melgaard	TITLE: CEO GM
SIGNATURE:	DATE: 6-11-2015

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: Brad Darr	DATE: 6-11-15
for the AGENCY DIRECTOR SIGNATURE: Grant Levi Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this 12 day of JUNE 2015
ATTORNEY GENERAL
By [signature]
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	800 31st SW	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Minot, ND 58701	BISMARCK ND 58505-0700
CONTACT	Dan Bleick, RDO Equipment	VANESSA BROSTEN
PHONE NO	701-526-2200; dbleick@rdoequipment.com	701-328-4466

DATE		RENTAL TERM	BEGINS ON	ENDS ON
	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	$			
WEEK (44HRS.)	$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.)	$			
EXCESS HOURS BILLED AT	$			
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT FARGO DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.

SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
SEE ATTACHED SPREADSHEET				

BILL TO INFORMATION					
NAME					
	FARGO DISTRICT				
ADDRESS	503 38th St. S.				
CITY	Fargo	STATE	ND	ZIP	58103-1198
CONTACT		PHONE NO			

TERMS AND CONDITIONS

AGREEMENT:
Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:
Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:
Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:
The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:
Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:
Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:
Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:
Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:
The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:
Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.

b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or(3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

c. Either party, by written notice, may terminate the whole or any part of this agreement:

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

1 Notify Lessor of any change in agreed location.
2 Not sublease, rent or loan above equipment.
3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:
A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:
Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:
Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:
Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY **OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT.** OR OTHER **AUTHORIZED CORPORATE OFFICER** OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): Jamie Melgaard	TITLE: CEO GM
SIGNATURE:	DATE: 6-11-2015

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE: 6-11-15
for the AGENCY DIRECTOR SIGNATURE: Grant Levi Darcy R. Rosendahl, Dep. Dir.	DATE: 12 JUN 2015

APPROVED as to execution this
12 day of JUNE 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

OP ID: JW

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/09/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Vaaler Insurance/Bismarck
PO Box 933
Bismarck, ND 58502
Rollin C. Mehlhoff

PHONE (A/C, No, Ext): 701-258-2800
FAX (A/C, No): 701-258-2838
E-MAIL ADDRESS:
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: NDDE-07

COMPANY
Great American Insurance Co
Prop & IM Division
6300 S Syracuse Way, Suite 295
Centennial, CO 80111

INSURED
ND Dept. of Transportation
Financial Management Division
608 E Boulevard Ave
Bismarck, ND 58505

LOAN NUMBER: BLKT
POLICY NUMBER: IMP118755911
EFFECTIVE DATE: 07/01/14
EXPIRATION DATE: 07/01/15
CONTINUED UNTIL TERMINATED IF CHECKED: ☐
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BLKT Eq. Leased/rented from others	ACV	$15,000
Leased rented -not in excess of 12 mos.		
ACV = Actual Cash Value		
Maximum per Item	$600,000	
Maximum per Loss	$3,000,000	
See Schedule attached or included in remarks		

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Gooseneck Implement
800 31st Ave. SW
Minot,, ND 58701

☐ MORTGAGEE
X LOSS PAYEE
☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

© 1993-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

2015 - 2016 AGRICULTURAL TRACTOR RENTALS

No.	LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150M & H360	1L06150MAFG827816 & 1RW6140RTFD016989	$160,000.00	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6170M	1L06170MLFG827599	$150,000.00	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360	1RW6150RPFA016841 & 1P0H360XCFC012230	$166,194.58	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360	6150R & 1P0H360XTFC012383	$166,194.58	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RAFD020768 & 1P0H380XHFC005098	$210,084.81	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RHFD020773 & 1P0H380XLFC005049	$210,084.81	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175REFD020757 & 1P0H380XHFC005103	$220,926.81	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RTFD020843 & 1P0H380XHFC005084	$212,552.81	1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	6175R & 1P0H380XKFC005061		1.0	RDO Equipment
1	BISMARCK	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RJFA020671 & 1P0H380XLFC004970	$195,410.81	1.0	RDO Equipment
3	DEVILS LAKE	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RJFD020717 & 1P0H380XCFC005122	$195,410.81	0.0	Leading Edge Equipment
3	DEVILS LAKE	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175RLFD020707 & 1P0H380XHFC005442	$195,410.81	0.0	Leading Edge Equipment
3	DEVILS LAKE	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360	1RW6150RVFD016987 & 1P0H360XTFC013632	$195,410.81	0.0	Leading Edge Equipment
4	MINOT	Trim Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6105M	1L06105MCFG820978	$195,410.81	4.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150M & H360	1L06150MAFG826813 & 1P0H360XPFC013664	$152,815.47	3.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6170M & H360	1L06170MEFG821207 & 1P0H360XCFC012812	$167,101.77	3.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150M & H360	1L06150MAFG825452 & 1P0H360XVFC012858	$152,435.97	2.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360	1RW6150RPFD017017 & 1P0H360XEFC013935	$191,545.18	1.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6140M & H360	1L06140MCFG826270 & 1P0H360XAFC013932	$149,337.16	2.0	Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6170M & H380	1L06170MVFG827437 & 1P0H380XLFC005469	$166,672.99		Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360				Gooseneck Implement
4	MINOT	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150R & H360				Gooseneck Implement
5	DICKINSON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R	1RW6150RTFA016966	$162,287.40	1.0	Dakota Farm Equipment
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150M	1L06150MCFG825327	$134,065.09	1.0	True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150M	1L06150MVFG825627	$134,065.09	1.0	True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150M	1L06150MTFG826110	$134,065.09	1.0	True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor With Loader	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R & H380	6150R & 1P0H380XJFC005515	6150R & $ 13,278.71		True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6170M	1L06170MTFG826135	$143,307.09	1.0	True North Equipment Co.

2015 - 2016 AGRICULTURAL TRACTOR RENTALS

No.	LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6170M	1L06170MJFG824809	$143,307.09	1.0	True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6215R				True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	7210R				True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	7210R & H480	1RW7210REFD086313 & 1P0H480XAFC004740	$296,106.33		True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	7250R	1RW7250RAFD086296	$233,423.83		True North Equipment Co.
6	GRAND FORKS	Agricultural Tractor W/DUAL REAR WHEELS	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	7270R	1RW7270RCFD086274	$312,661.62	1.0	True North Equipment Co.
7	WILLISTON	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6175R & H380	1RW6175REFD020726 & 1P0H380XKFC005464	$224,656.44	2.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor With Loader	05-01/2015 - 04/30/2016	Gooseneck Implement	2015 / JD	6150M & H360	1L06150MCFK826541 & 1P0H360XPFC013728	$156,435.53	2.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R	1RW6150RAFT016981	$173,771.99	1.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150M	1L06150MTFK826931	$138,124.23	3.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R	1RW6150RHFT016997	$171,317.60	1.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6175R	1RW6175RCFT020739	$197,113.80	1.0	Gooseneck Implement
7	WILLISTON	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150M	1L06150MPFK826977	$138,124.23	3.0	Gooseneck Implement
8	FARGO	Trim Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	5100M	1LV5100MLFJ741628	$81,588.25	1.0	RDO Equipment
8	FARGO	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R		$151,185.00		RDO Equipment
8	FARGO	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6150R		$151,185.00		RDO Equipment
8	FARGO	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	6175R	1RW6175RJFD020751	$195,363.00	1.0	RDO Equipment
8	FARGO	Agricultural Tractor	05-01/2015 - 11/30/2015	Gooseneck Implement	2015 / JD	7230R				RDO Equipment