

North Dakota Department of Transportation  
INVITATION TO BID

**NDDOT Contract # 50152553**

Bid Number: 975-13-15-050-03	Bid Opening Date & Time: 04/14/2016 02:00 PM
Items: Asphalt Paver Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 05/01/2016 TO 11/30/2016	Date Prepared: 12/30/2015

**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 (NDDOT) 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 <i>North Central Rental &amp; Leasing</i>	Vendor Address <i>Po Box 757 Bismarck ND 58502</i>
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(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 <i>North Central Rental &amp; Leasing LLC. A subsidiary of Butler Machinery Company</i>		
Mailing Address <i>ATTN: Lowell Malard Po Box 757 Bismarck, ND 58502</i>		
Telephone Number <i>701-250-1636</i>	Fax Number <i>701-250-1608</i>	E-mail Address <i>Lowellmalard@Butlermachinery.com</i>

Name & Title (Type or Print)  
*Christopher Lee CFO*

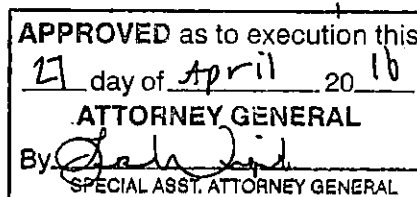
Signature  
*[Signature]*

Date  
*1-12-16*

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 <i>for Grant Levi Darcy R. Rosendahl, Dep. Dir.</i>	Date <i>27 APR 2016</i>
Recommended for approval <i>Brandon Sam</i>	Date <i>4-27-16</i>
Approximate contract amount <i>\$ 47,000.00</i>	



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 - 975-13-15-050-03  
BID OPENING DATE/TIME - January 14, 2016; 2:00 PM  
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](mailto: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.
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 January 7, 2016. (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 indemnification 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.

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. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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 faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- 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.

27. **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).

28. **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.

29. **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.

30. **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](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

31. **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.

32. **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 rental 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. **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 notification to the contractor(s) after award and throughout the term of the contract.

5. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their loaders 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.

6. **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.

7. **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.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract which will be effective May 1, 2016± - November 30, 2016±. This contract is non-renewable.

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. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for term of the contract period.

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. 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. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.

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.

After the contract has been awarded and as soon as the required insurance information is available; ERA(s) will be provided to the Lessor(s), to be signed and returned to the NDDOT.

12-08-2015

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR RENTAL OF  
COMMERCIAL CLASS PAVERS  
(CARLSON CP 100, BOMAG BF6615, LEEBOY 8616, OR EQUAL)**

The intent of this bid specification is to request pricing for the rental of two commercial class pavers for road maintenance operations. The pavers shall be less than 2 years old and be of the current make and model. The contract rental period will be 7 months. Pavers shall be delivered not later than May 1, 2016± and returned by November 30<sup>th</sup>, 2016±.

All paver serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. A two working day 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 DOT reserves the right to not rent the pavers depending on pricing. Acceptance will be determined after bids are received.

The eastern paver for Fargo and Valley City is estimated to be used for 200 engine hours during the rental period.

The western paver for Williston and Bismarck is estimated to be used for 400 engine hours during the rental period.

Minimum payment for each paver shall be the hourly rate for 0 – 200 engine hours times the estimated usage of 200 hours. (\$Hourly Rate as bid for 0 – 200 hours x 200 hours = Minimum payment per paver)

Lessee will carry physical damage insurance on the pavers. Lessee will accept responsibility for any breakage due to negligence done by them. Pavers will have normal wear and tear from paving operations when returned. The dealer and DOT representative must complete the paver return form attached within 10 working days of the paver's 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. Pavers out of service for five working days or more shall require a replacement paver of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site which meets the terms of these specifications.

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 paver. 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 paver cleanliness, and basic operation to prevent damage to the paver.

Payment/compensation shall be paid as follows: 70% of the total price bid for 200 hours of use will be paid upon satisfactory acceptance of the contract and delivery of paver, not earlier than July 10. The remaining 30% plus any additional amount over 200 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the pavers.

PLEASE ATTACH: RENTAL CONDITIONS AND A BRIEF NARRATIVE OF YOUR COMPANY'S ABILITY TO RESPOND TO BREAKDOWNS WITH EMERGENCY SERVICE OR REPLACEMENT EQUIPMENT.

BIDDER NCR, Butler Machinery

ITB 975-13-15-050-03, Asphalt Paver Rentals  
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As a minimum, each unit shall be equipped with:

	COMPLY		COMMENTS
	YES	NO	
Liquid-cooled diesel engine with minimum 90 HP @ 2500 RPM	✓		100 hp T4 F
Minimum weight including screed: 19,000 lbs	✓		19,000 lbs w/ truck hitch
8.5 ton hopper capacity - Minimum -	✓		9 Ton
Hydrostatic two-speed drive system	✓		3 Speed
Crawler-type tracks with poly pads and minimum of 6 rollers per side	✓		
Hydraulic system with minimum 35 gal capacity	✓		
Hydraulically adjustable hopper wings	✓		
25 gallon fuel tank - Minimum	✓		
Adjustable 8' to 15' paving width	✓		up to 15' 8"
Electric-heated screed with dual vibrators providing minimum 2500 VPM	✓		
Adjustable screed allowing 2" of positive or negative crown	✓		
Dual electronic grade and slope controls capable of automatically matching joints and maintaining a set depth on both ends of the screed	✓		Trimble System
Controls must be capable of running off a string line	✓		
Back up alarm	✓		
Hour meter which marks time only when engine is running	✓		
Front and rear working lights	✓		
Tie down point for securing to a transport trailer	✓		
Truck hitch	✓		
Platforms and all controls necessary for three person paving (Two screed operators and a dedicated driver station)	✓		
Mounting bracket to mount DOT furnished slow moving vehicle sign	✓		
Full warranty throughout the rental period	✓		

The pavers shall be delivered and training necessary throughout the rental period shall be provided at the following locations:

**Initial Delivery To:**

1 Each: Williston, ND

1 Each: Fargo, ND

## BID RESPONSE

**COMMERCIAL PAVER – Delivery to WILLISTON, ND** **1 EACH**

EQUIPMENT AVAILABILITY DATE: May 1<sup>st</sup> 2016

PAVER YEAR 2016 MAKE: Weiler MODEL: P385B

**COMMERCIAL PAVER – Delivery to FARGO, ND** **1 EACH**

EQUIPMENT AVAILABILITY DATE: May 1<sup>st</sup> 2016

PAVER YEAR 2016 MAKE: Weiler MODEL: P385B

ITEM NO.	QTY	UNIT	HOURLY RATE
1	1 – 200	Engine Hours	\$ 235
2	201 – 400	Engine Hours	\$ 85
3	Over 400	Engine Hours	\$ 85

(For the purpose of establishing the low bid award, this formula will be used: 2 units x Rate per hour for 200 hours plus 1 unit for an additional 200 hours at the 201-400 Rate per engine hour.)

BIDDER NCR, Butler Machinery

**SAMPLE DOCUMENT****EQUIPMENT RENTAL AGREEMENT**

North Dakota Department of Transportation  
Financial Management Division  
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		VANESSA BROSTEN
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:**

Lessor shall pay transportation charges incurred by Lessor in delivering and retrieving the equipment to and from the Lessee.

**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 45-6002432.

**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 days' 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 cleanup 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.

<b>LESSOR (Vendor)</b> 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 :

<b>LESSEE (Agency)</b>	
APPROVED AS TO SUBSTANCE BY :	DATE :
AGENCY DIRECTOR SIGNATURE :	DATE:

**SAMPLE DOCUMENT**

**SERVICE REPRESENTATIVES**

**Please complete the information below as it applies to the bid that has been submitted:**

**PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)**

PRIMARY CONTACT NAME Lowell Malard

BUSINESS NAME: Butler Machinery Company

MAILING ADDRESS: Po Box 757

CITY & STATE: Bismarck ND ZIP CODE: 58502

PHONE NUMBER: 701-250-1636 TOLL FREE: 701-527-8892

FAX NUMBER: 701-250-1608 EMAIL: Lowellmalard@Buttermachinery.com

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

SERVICE CONTACT NAME Dustin Alderin

BUSINESS NAME: Butler Machinery Company

SERVICE ADDRESS: Po Box 757

CITY & STATE: Bismarck ND ZIP CODE: 58502

PHONE NUMBER: 701-250-1637 TOLL FREE: \_\_\_\_\_

FAX NUMBER: 701-250-1608 EMAIL: Dustinalderin@Buttermachinery.com

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

SERVICE CONTACT NAME Dale Ruge

BUSINESS NAME: Butler Machinery Company

SERVICE ADDRESS: Po Box 9559

CITY & STATE: Fargo ND ZIP CODE: 58106

PHONE NUMBER: 701-298-1817 TOLL FREE: 800-726-7475

FAX NUMBER: 701-298-1810 EMAIL: Daleruge@Buttermachinery.com

**RENTAL EQUIPMENT RETURN FORM**  
(Take pictures if any items are in question.)

Check lights and electrical operation:

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Check mechanical operation:

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Check exterior for damage:

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Check all tires/tracks for damage:

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---

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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.F.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 non-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.*).





3630 Miriam Ave Bismarck, ND 58501

701.223.0890 tel | 701.250.1610 fax

January 15<sup>th</sup> 2016

Butler Machinery Company is a ND based company with capability to service the NDDOT Williston/Bismarck and Fargo/Valley City Districts from our branded service locations Bismarck, Minot, Dickinson, Fargo and Jamestown. Each facility has highly trained service personal that will be available to assist in the event of an equipment breakdown. If a piece is inoperable for an extended period of time, we will do our best to find a comparable replacement.

Support and training for the Trimble Technology integrated into the paver will be provided by Butler Machinery employees that are trained and certified by Trimble.

Sincerely,

A handwritten signature in black ink, appearing to read "Lowell Malard".

Lowell Malard  
Butler Machinery Company  
701-250-1636 Office  
701-527-8892 Cell

*Terms of our Standard Rental Policies. Terms of the NDDOT Contract would supersede when applied*

**NORTH CENTRAL RENTAL & LEASING, LLC**  
A SUBSIDIARY OF  
**BUTLER MACHINERY COMPANY**



## RENTAL POLICIES

RENTAL TERMS	CUSTOMER RESPONSIBILITIES
<ul style="list-style-type: none"> <li>Rates do not include any sales, use or property taxes.</li> <li>4-Week rates based on 176 hours, weekly rates 44 hours and daily rates 8 hours, unless otherwise noted on agreement.</li> <li>Rental rates begin when machine leaves BMC's yard and ends when it returns.</li> <li>Rental rates are based upon electric hour meter usage.</li> <li>Premium rental rates may apply due to excessive wear in abnormal applications. (i.e. - rock)</li> <li>For extended term, discounted rates may apply.</li> <li>Snow rates available upon request.</li> <li>NCRL not responsible for weather conditions. No credit will be issued.</li> <li>Machines are F.A.S. current location on delivery: Fargo, Bismarck, Minot, Grand Forks, Jamestown, Dickinson, Rapid City, Sioux Falls, Aberdeen or Pierre* *Ag &amp; BCP Product only to Hankinson &amp; Hoople</li> <li>Return to nearest BMC facility* *Ag &amp; BCP Product only to Hankinson &amp; Hoople</li> <li>Freight arrangements are available from Butler Machinery Transport Division; at customer's expense.</li> <li>Any needed repairs not caused by customer negligence or lack of maintenance are the responsibility of NCRL/BMC.</li> <li>Rental rates subject to change without notice.</li> <li>Provide current or late model machines in excellent condition.</li> <li>Machines subject to availability.</li> <li><a href="http://www.butlermachinery.com">www.butlermachinery.com</a></li> </ul>	<ul style="list-style-type: none"> <li>Credit approval required for all charge account transactions.</li> <li>Make rental payments in advance, unless prior approval by NCRL/BMC.</li> <li>1.5% per month service charge on overdue accounts.</li> <li>Liability Insurance on all transactions is the customer's responsibility.</li> <li>Customer accepts all liability for any injury or loss.</li> <li>Loss and Damage Waiver (LDW) will be charged on all transactions without proper insurance documentation on file with NCRL/BMC.</li> <li>\$2,500 Deductible/per occurrence.</li> <li>Safe operation and application of equipment.</li> <li>NCRL/BMC will be pleased to provide instruction on proper and safe operation of equipment.</li> <li>Maintain machine as specified in lube and maintenance manual, unless otherwise noted by NCRL.</li> <li>Provide all wearable/consumable supplies, such as fuel, oils, filters, grease, and ground-engaging tools. (i.e. - cutting edges, ripper tips, etc.)</li> <li>Repair and/or replace any damage to machine including bent sheet metal, fenders, handrails, catwalks, broken glass, etc.</li> <li>Compensate NCRL/BMC for abnormal wear of tires, including cuts and abrasions.</li> <li>Clean up charge for excessively dirty machines.</li> <li>Assembly and disassembly costs associated with transport of machine.</li> <li>Responsible for proper loading, tie-down, hook-up &amp; towing of equipment, if hauled by customer or customer hired driver.</li> <li>Notify NCRL/BMC of any change in agreed location.</li> </ul>

Fargo, ND  
3402 36<sup>th</sup> St. S.  
701-280-3100

Bismarck, ND  
3630 Miriam Ave.  
701-223-0890

Minot, ND  
1505 Hwy. 2 Bypass E.  
701-852-3508

Grand Forks, ND  
1201 S. 46<sup>th</sup> St.  
701-775-4238

Jamestown, ND  
1910 27<sup>th</sup> Ave. SE.  
701-251-1400

Dickinson, ND  
2803 I-94 Business Loop E  
701-456-1400

Hankinson, ND  
17040 Highway 11  
701-242-7474

Hoople, ND  
7695 Highway 18  
701-894-6363

Rapid City, SD  
3601 Deadwood Ave. N.  
605-342-4850

Sioux Falls, SD  
3201 N. Louise Ave.  
605-336-3010

Aberdeen, SD  
4950 E. Hwy. 12  
605-225-6240

Pierre, SD  
20571 Truck Stop Ave  
605-945-4400

Huron, SD  
1715 US Hwy 14W  
605-353-1200

# BUTLER MACHINERY CONSTRUCTION COMMITMENT



## 1 **EMSOLUTIONS™: EQUIPMENT MANAGEMENT SOLUTIONS\***

- » Provides tools to effectively schedule and perform your own maintenance, or leverage our experts to do the work for you to reduce downtime, overall service costs and owning and operating costs
- » **Complimentary** access to your machine's electronic data and the ability to manage your maintenance via VisionLink
- » **Complimentary** monthly Inform Report to aid you in leveraging your equipment's electronic information
- » Access state-of-the-art S•O•S™ Fluid Analysis at Butler
- » Allows Butler to handle all your service and maintenance needs for you through a **highly customizable Equipment Management Agreement**, or provides you the elements to implement on your own

## 2 **UPON DELIVERY: COMPLIMENTARY OPERATOR TRAINING AND EQUIPMENT WALK-AROUND**

- » At time of delivery upon your request, Butler personnel will conduct a thorough machine operation overview and work with the operator to safely and properly operate machine

## 3 **S•O•S FLUID ANALYSIS: ALL LABS ARE NOT THE SAME**

- » Your first sample is **on us**
- » Turnaround Time: 24 hours – **best in the industry**
- » Accuracy: Butler's in-house lab results are verified quarterly by Caterpillar so you know you are always receiving the most accurate information
- » Personal Attention: Our in-house Lab Technicians interpret data based on the specific machine and industry conditions to determine your machine's health

## 4 **THE PARTS YOU NEED – WHEN YOU NEED THEM. 48 HOUR PARTS GUARANTEE.\*\***

- » **Complimentary** access to online parts books and ability to order parts online in PartStore

## 5 **RESOURCES AND TOOLS FROM SAFETY.CAT.COM™**

- » **Complimentary** access to monthly webinars, virtual walk-arounds and toolbox talks

## 6 **LOANER INCLUDED AT NO COST ON ALL STANDARD WARRANTY EQUIPMENT**

- » Butler is committed to meeting your operational needs while your machine's warrantable repairs are being performed\*\*\*

## 7 **COMPLIMENTARY INSPECTION AT 250 HOURS**

- » Butler works with you to schedule a full health inspection on qualifying machines, including S•O•S sampling and comprehensive filter inspection

## 8 **STANDARD FACTORY WARRANTY**

- » 1 year, unlimited hours warranty
- » No charge for travel time on warrantable repair items during basic factory warranty period on qualifying machines

## 9 **FULL RANGE EQUIPMENT PROTECTION PLAN†**

- » Tailored to the customer based on use and trade cycles. Minimum term of 36 months and up to 60 months and 10,000 hours

## 10 **EQUIPMENT SUPPORT TO KEEP YOU UP AND RUNNING**

- » Product support available 24-hours-a-day, 7-days-a-week and 365-days-a-year

**BUTLERMACHINERY.COM**

\*For a period of 3 years. Available only on select factory standard models. \*\*Effective on new Caterpillar machines sold by Butler Machinery to original purchaser after June 1, 2015 for a period of 10 years or 10,000 hours, whichever comes first. See butlermachinery.com for list of qualifying models (BCP, GCI and Paving). Orders must be placed by 5:00 PM CST Monday through Friday. 48 hour period begins at the end of the day the order is placed. Excludes holidays and weekends. Customer must specifically request guarantee at time of order and provide the S/N of the qualifying machine. Customer will be required to pay any and all expedited freight necessary to have the part arrive within the guarantee timeframe. PartStore sales are excluded. PartStore customers, please contact your local branch to place your order. Complete Assemblies, Made as Ordered and Direct Ship parts from Caterpillar suppliers do not qualify. Delivery is complete when part arrives at Butler facility where order was placed. Guarantee limited to quantity of a part necessary to keep specific machine operational. Offer is valid to original machine purchaser and is non-transferable. Butler is not responsible for delays caused by freight expeditor, weather delays, mechanical failures or other Acts of God beyond Butler's or Caterpillar's control that cause a delay. Other restrictions apply. \*\*\*Butler will go above and beyond to try locate a loaner for you to keep your operation running while your machine's warrantable repairs are being performed. †Available on select machines.



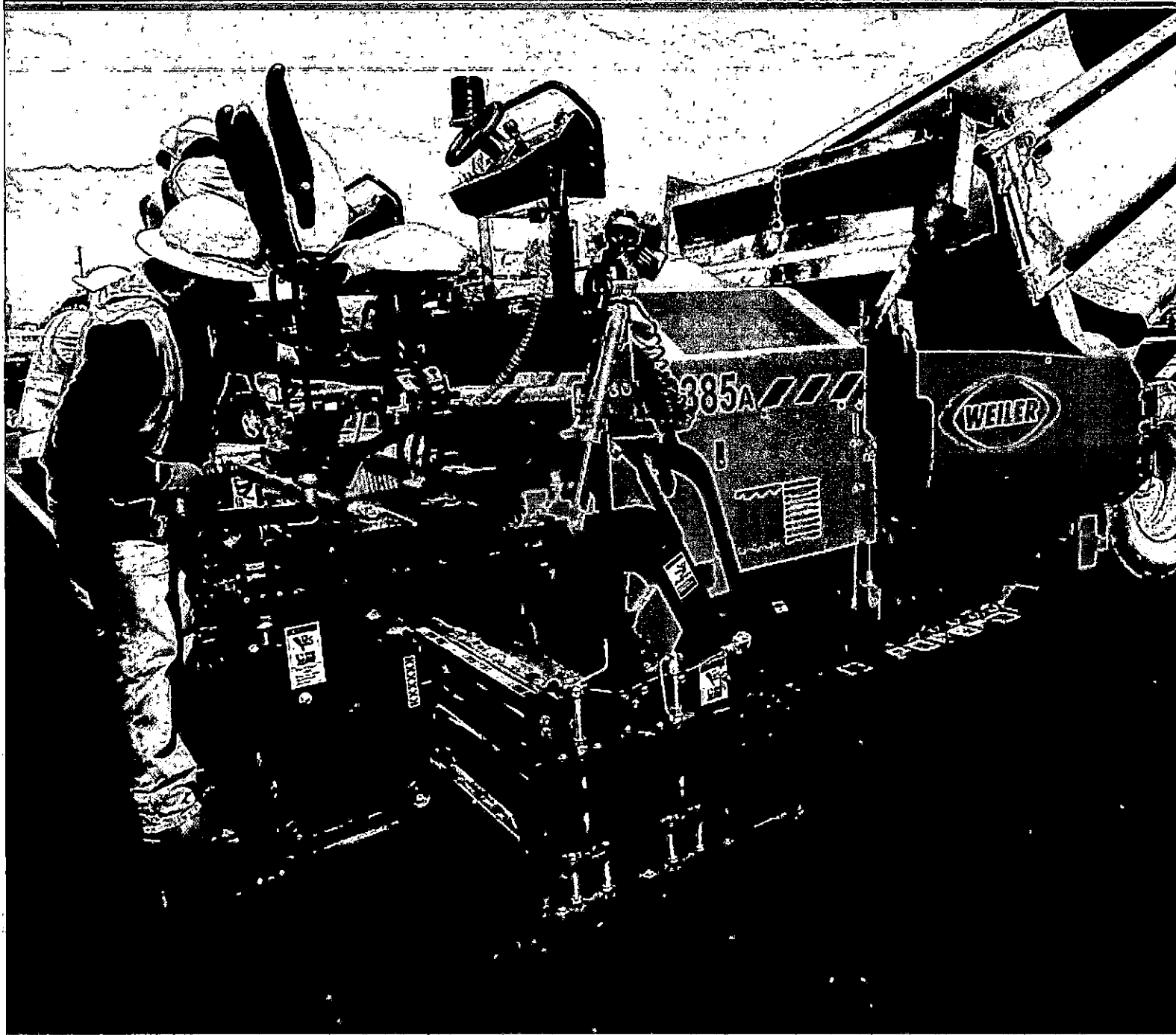
**BUILT FOR IT.**

CAT, CATERPILLAR, BUILT FOR IT, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



# P385A

Asphalt Paver



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Cat® C3.4B Tier IVi Engine with ACERT™ Technology

Gross Power	100 hp	74.5 kW
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Operating Weight

18,000 lb	8165 kg
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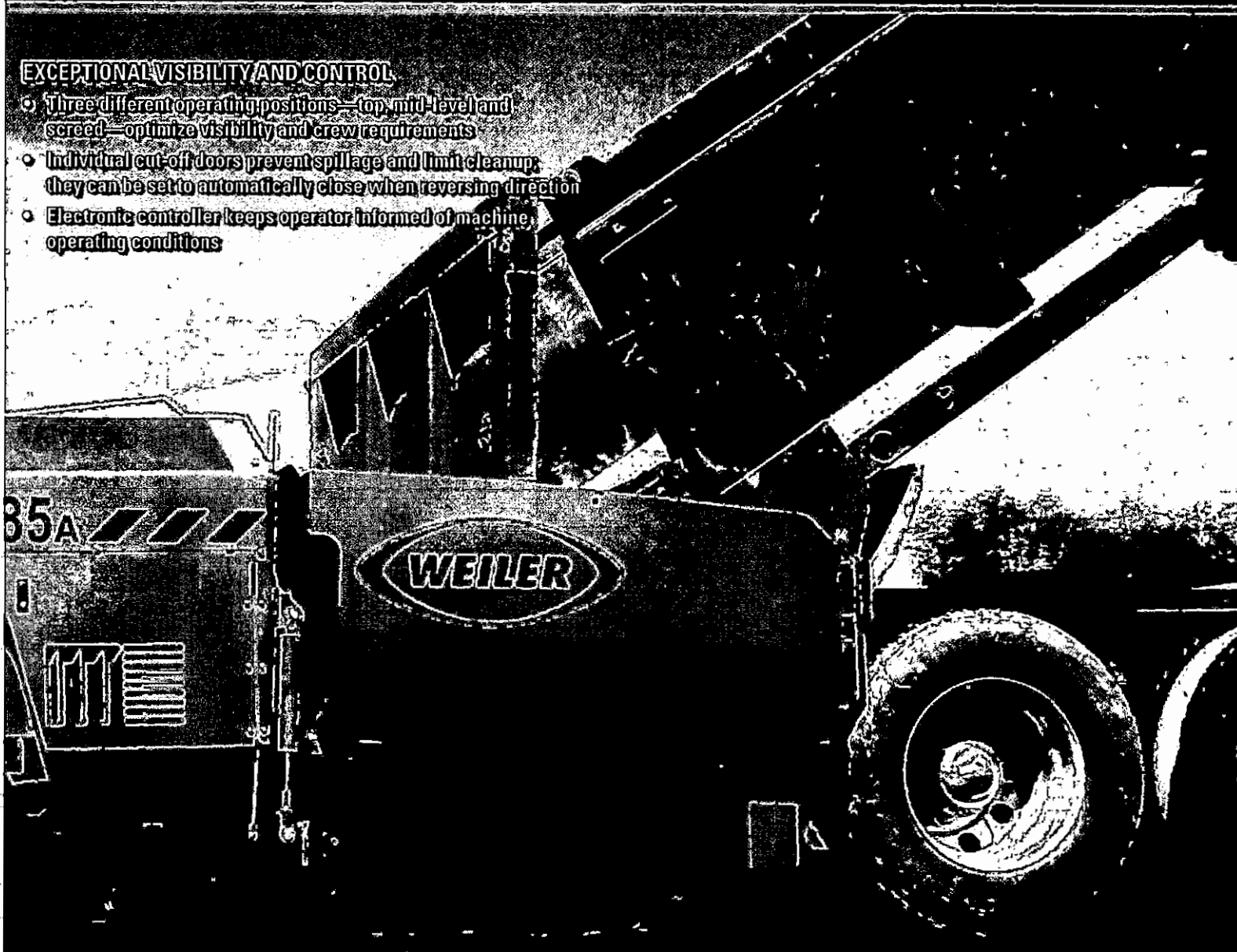
Paving Ranges (maximum)

Standard	8' - 15' 8"	2.44 m - 4.80 m
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With Cut-Off Door Closed	0 - 3' 10"	0 - 1.1 m
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### EXCEPTIONAL VISIBILITY AND CONTROL

- Three different operating positions—top, mid-level and screed—optimize visibility and crew requirements
- Individual cut-off doors prevent spillage and limit cleanup; they can be set to automatically close when reversing direction
- Electronic controller keeps operator informed of machine operating conditions



### EXCELLENT SERVICEABILITY

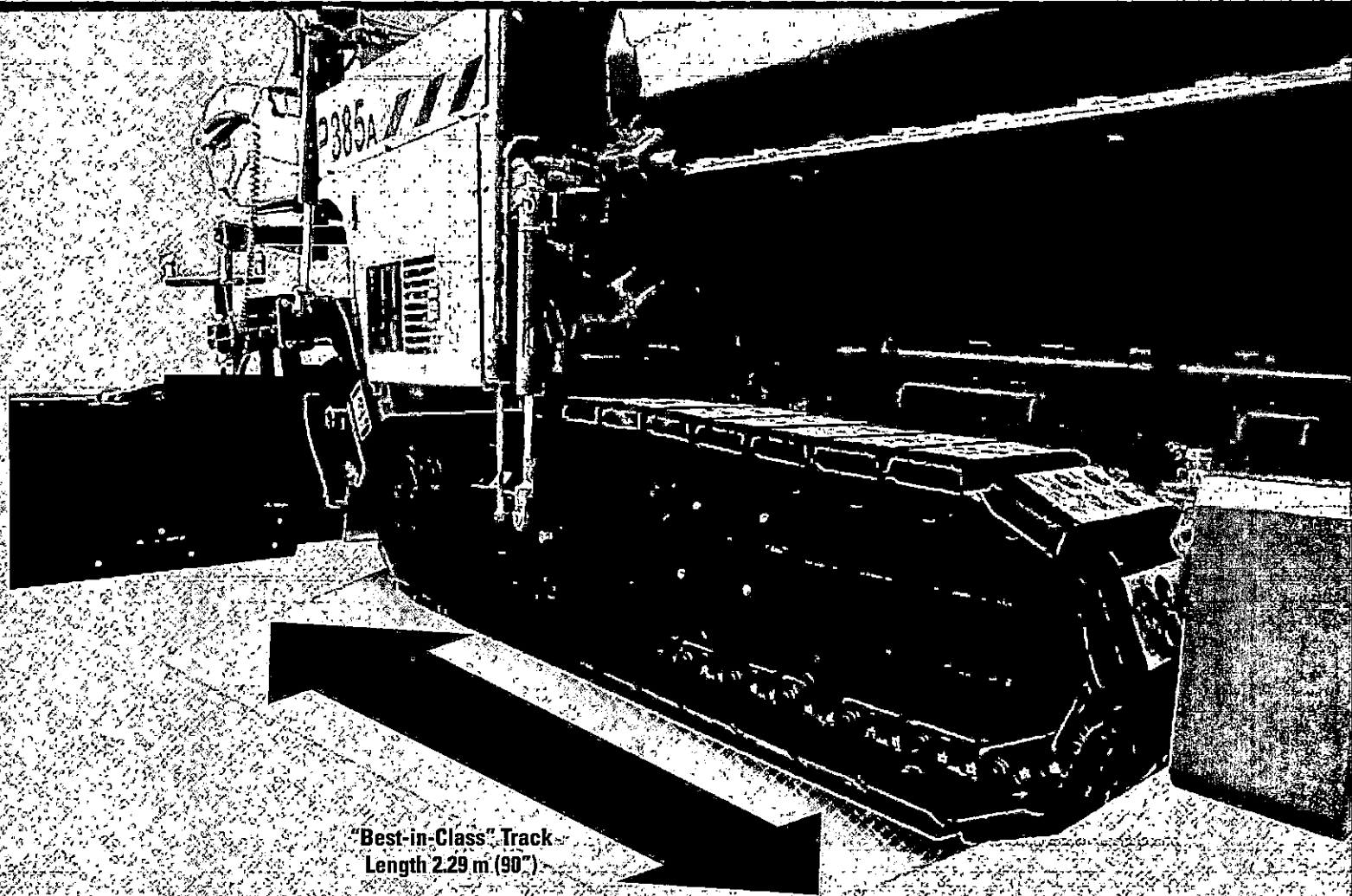
- Cat® Dealer sales, service and support
- Electronic controller provides diagnostic capability
- Replaceable hopper floor plates maximize paver life
- Manual overrides on hydraulics ensure jobs are completed
- Visual indicators for routine service checks
- Large access doors simplify maintenance

### DURABLE UNDERCARRIAGE

- Track length of 2.3 m (90") is the best in class
- 107-m/min (350 fpm) travel speed for quick mobility around the job site
- 6 track rollers per side ensure smooth operation
- 355 mm (14") track pads deliver traction, stability and long-life performance
- Automatic track tensioning ensures performance while maximizing component life.
- "Best-in-Class" chain pitch of 140 mm (5.5") delivers maximum track life

# Durable Track Undercarriage

Large footprint delivers optimal traction.



**"Best-in-Class" Track**  
Length 2.29 m (90")

## UNDERCARRIAGE FEATURES

Quick mobility around the job site combined with low speed precision near obstacles maximizes performance and increases efficiency. The large ground contact area optimizes traction when pushing trucks and working on inclines.

### THREE-SPEED HYDROSTATIC DRIVE

- Three-speed hydrostatic drive delivers a travel speed of 107 m/min (350 fpm) for quick transport to the next starting position.
- Automatic track tensioning ensures performance while maximizing component life.
- Propel override switches for the hydraulic system ensure paver mobility.

## STEEL TRACK UNDERCARRIAGE

- "Best-in-Class" 2.29 m (90") track length with 1.72 m (68") of ground contact provides smooth ride and excellent flotation on all types of base materials.
- The large 356 mm (14") enhanced-performance track pads ensure long-term performance and easy replacement.
- Six track rollers per side deliver smooth operation and minimize wear.
- Track chains are designed with a 140 mm (5.51") pitch that reduces track chain wear.



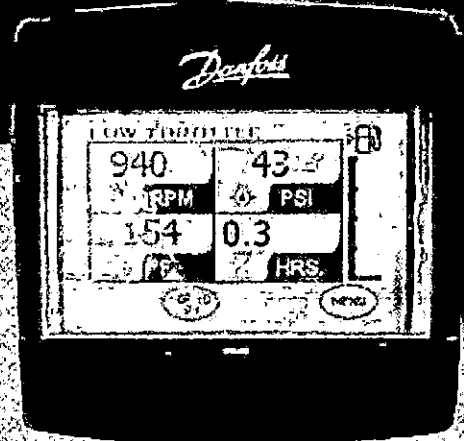
# Complete Control

Quick setup enables the crew to optimize performance.



## INTUITIVE CONTROLS

- The dual operating stations offer grouped controls for mix delivery and speed control, maximizing operator efficiency.
- The consoles maintain a similar layout that enables the operator to quickly move from side to side when working in close proximity to curbs, pillars and other obstacles.
- Controls are automated, well labeled, and grouped by function, making operation more efficient.
- LCD display keeps operator informed of machine conditions and delivers diagnostic information for service personnel.
- Unique "Pause Mode" interrupts mix delivery and enables return to the same settings when resuming operation.
- Intelligent steering wheel enables precise control when working next to obstacles.
- Dual joystick controls also available.



Electronic controller provides instant feedback on system hydraulic pressures, ground speed, engine operation, as well as system calibration and troubleshooting capabilities.

# Precise Control

Automated systems optimize efficiency.

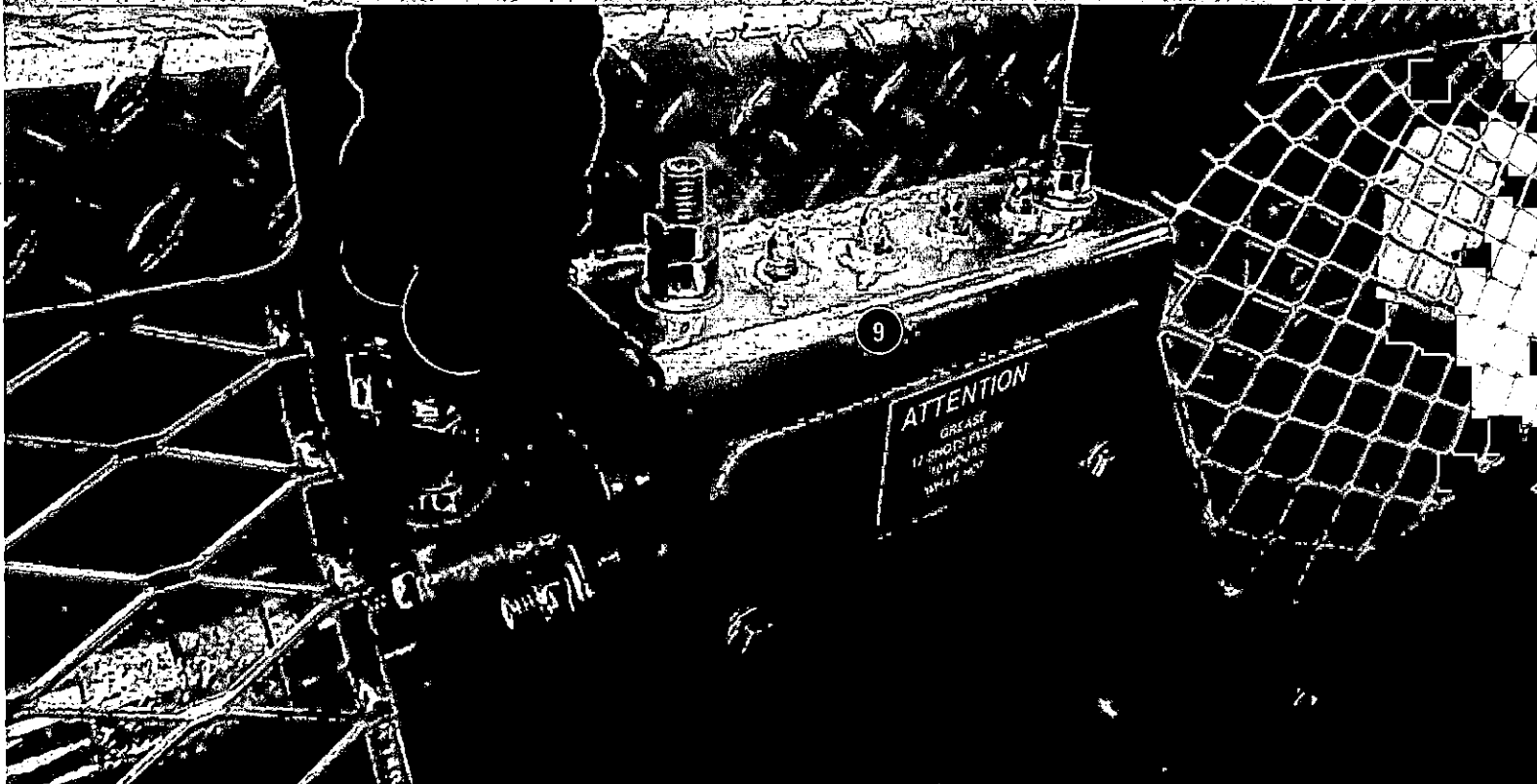
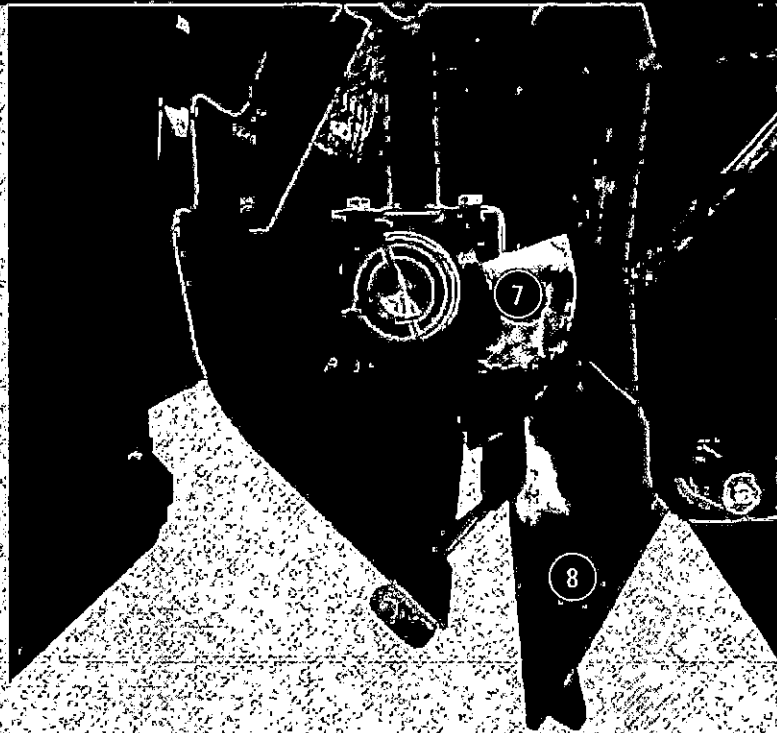
## MINIMIZE CLEANUP AND MAXIMIZE PAVING CAPABILITY

- Independent control of each side of the delivery system enables variable-width paving
- Cut-off doors enable a narrow paving range of 0 - 1.1 m (0 - 3.10')
- Cut-off doors limit spillage and automatically close when reversing travel direction
- Independent hopper control for paving close to buildings and obstacles

7 Independent Mix Delivery

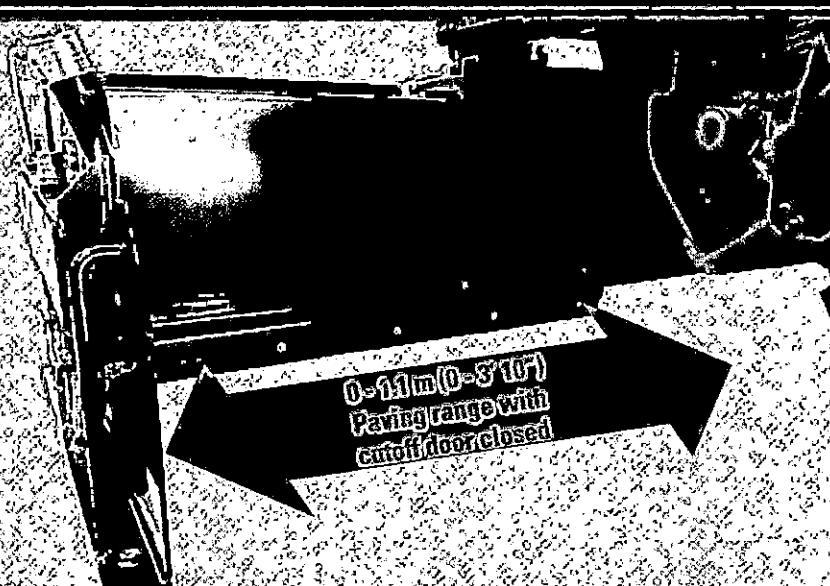
8 Independent Cut-off Doors with 127 mm (5") clearance when open

9 Remote Auger Bearing Lubrication



## OPERATOR FRIENDLY FEATURES

- Grade and slope controls optimize mat quality
- Folding rear walkway enables close positioning to curbs, buildings and other obstacles in order to minimize handwork
- Optional walkway extensions easily slide out for improved views around the extenders
- Sonic feed sensors deliver a consistent head of material, leading to quality mats
- Oversized height adjustment screws optimize performance and minimize operator fatigue
- Wash down system includes 38 L (10 gal) tank and two hoses/spray nozzles, one for each side of the machine



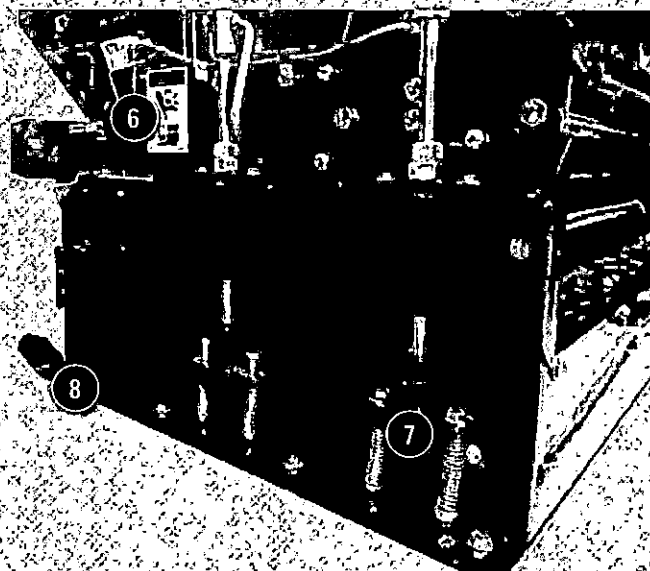
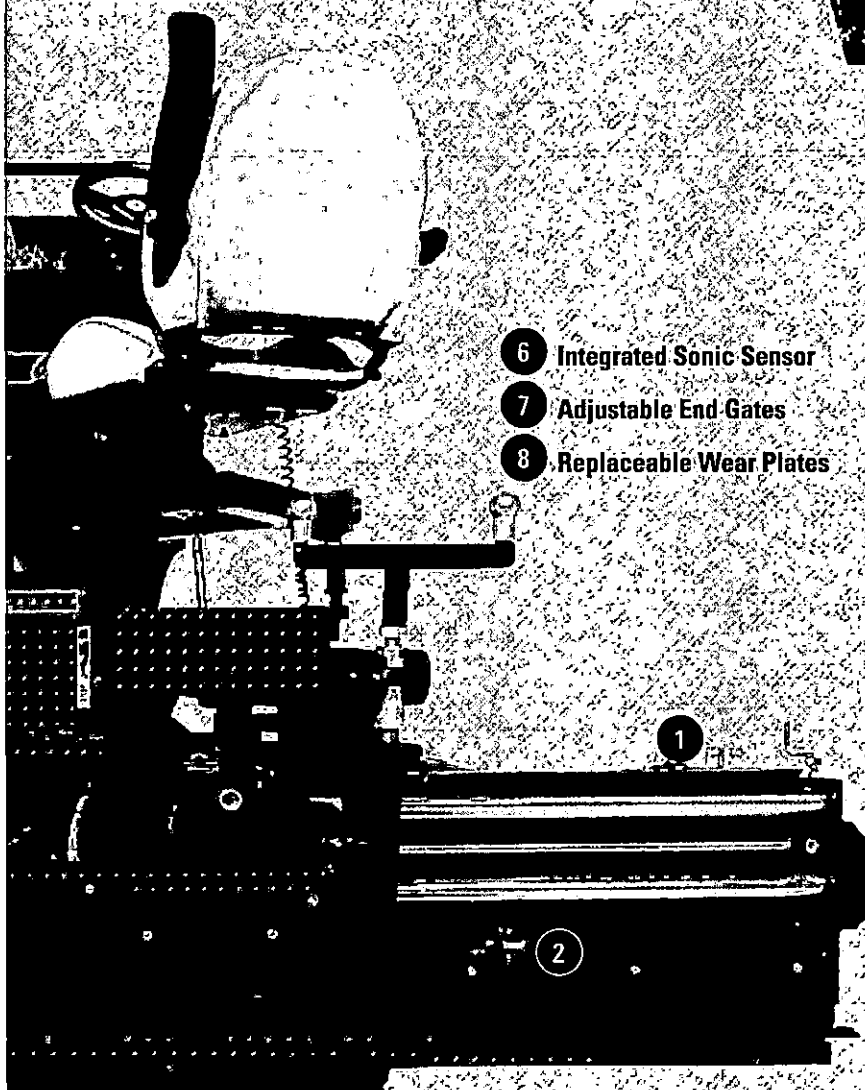
## PAVING RANGE

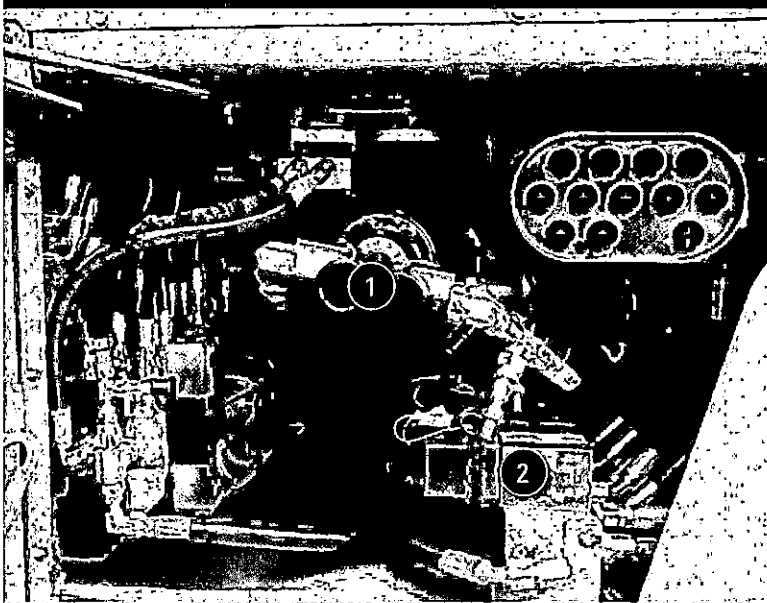
- Standard paving range, 2.44 m - 4.80 m (8' - 15' 8")
- With cut-off doors closed 0 - 1.1 m (0 - 3' 10")

## APPLICATIONS

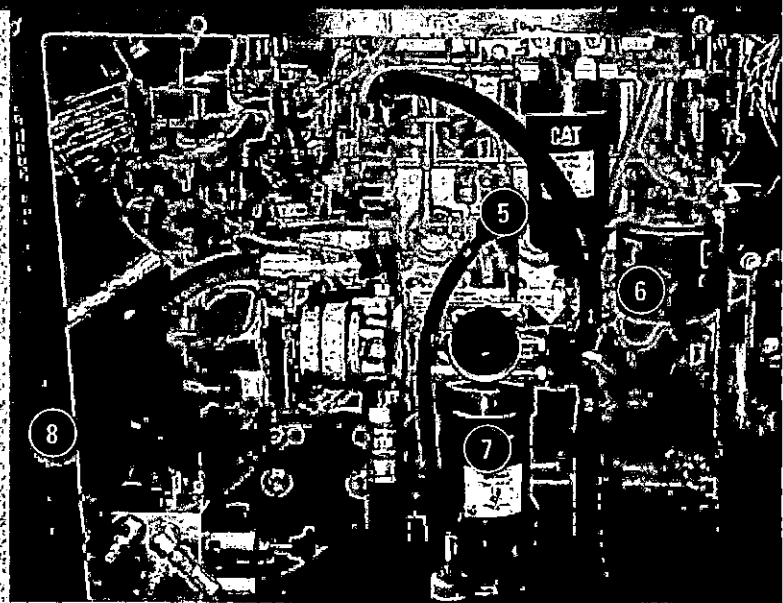
- City streets, parking lots, cart paths, walking and biking trails, trenches, patch work, etc.

- 6 Integrated Sonic Sensor
- 7 Adjustable End Gates
- 8 Replaceable Wear Plates



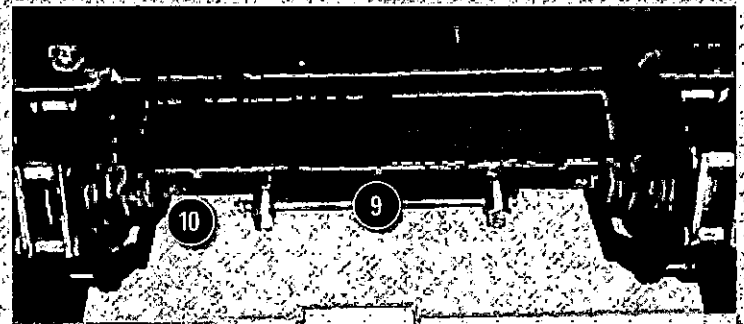


**Left-Side Service Access for electrical and hydraulic systems.**

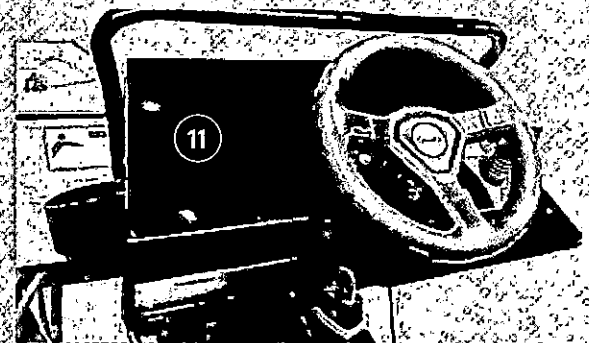


**Front engine access for all filters.**

**Easily accessible grease fittings for the conveyor bearings and tool-less adjustment of conveyor idlers to tighten chain simplify daily service**



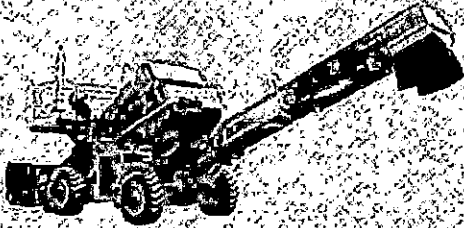
- 1 Gear Pump Assembly**
- 2 Hydraulic Valves**
- 3 Dual-Side Wands with Single 7.6 m (25 ft) Retractable Hose Reel**
- 4 Centralized Screed Hose and Wire Routing**
- 5 Fuel Filter**
- 6 Oil Filter**
- 7 Fuel/Water Separator**
- 8 Hydraulic Filter**
- 9 Conveyor Idler Adjustment**
- 10 Accessible Grease Fittings**
- 11 Lockable Vandalism Cover**



**Lockable vandalism covers and engine access doors provide security.**

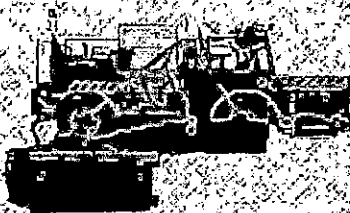
# Weiler Paving Solutions

The tools you need for more profitable paving.



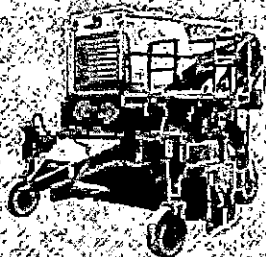
**REMIXING TRANSFER VEHICLES**

	E2850	E1250A
Engine	Cat C9	Cat C7
Power	300 hp (224 kW)	250 hp (186 kW)
Weight	74,500 lb (33792 kg)	51,000 lb (23000 kg)
Height (Operating)	16' (4.88 m)	11'6" (3.5 m)
Length (Shipping)	55'3" (16.8 m)	44' (13.4 m)



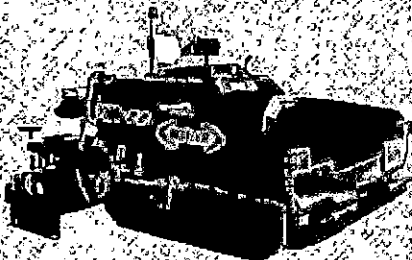
**ROAD WIDENERS**

	W330	W430	W530	W730A
Engine	Cat C2.2	Cat C3.4	Cat C4.4	Cat C6.6
Power	49 hp (36 kW)	83 hp (62 kW)	114 hp (85 kW)	174 hp (130 kW)
Weight	12,200 lb (5545 kg)	18,500 lb (8391 kg)	23,500 lb (10659 kg)	33,500 lb (15195 kg)
Max. Working Width	6' (1.8 m)	8' (2.4 m)	10' (3.0 m)	14' (4.3 m)
Max. Working Speed	150 fpm (46 mpm)	650 fpm (198 mpm)	730 fpm (222 mpm)	350 fpm (106 mpm)
Transport Speed	8 mph (12.8 km/hr)	11 mph (17.7 km/hr)	16 mph (25.7 km/hr)	14 mph (22.5 km/hr)



**WINDROW ELEVATORS**

	E550B	E650B
Engine	Cat C4.4 Tier IVi	Cat C4.4 Tier IVi
Power	115 hp (85 kW)	115 hp (85 kW)
Weight	17,600 lb (7895 kg)	20,300 lb (9200 kg)
Height	124" (3150 mm)	124" (3150 mm)
Length	230" (5842 mm)	230" (5842 mm)



**ASPHALT PAVER**

	P385A
Engine	Cat C3.4B
Power	100 hp (74.5 kW)
Weight	18,000 lb (8165 kg)
Screed Weight	3,000 lb (1361 kg)
Length	13' (3962 mm)
Height	70" (1778 mm)
Transport Width	102" (2591 mm)
Track Length	90" (2286 mm)
Paving Range	8'5'8" (2.44-4.78 m)
With Cut-Off Doors	0-3'10" (0-1.1 m)



**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
04/26/2016

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.

<b>AGENCY</b> Vaaler Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C. Mehlhoff		<b>PHONE</b> (A/C, No, Ext): 701-258-2800		<b>COMPANY</b> Great American Insurance Co Prop & IM Division 6300 S Syracuse Way, Suite 295 Centennial, CO 80111	
<b>FAX</b> (A/C, No): 701-258-2838		<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> NDDE-07					
<b>INSURED</b>  ND Dept. of Transportation Financial Management Division 608 E Boulevard Ave Bismarck, ND 58505		<b>LOAN NUMBER</b> AUTO FLEET/CE		<b>POLICY NUMBER</b> IMP118755911	
		<b>EFFECTIVE DATE</b> 07/01/15		<b>EXPIRATION DATE</b> 07/01/16	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

**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
CAT Auto Physical Damage- per sch Excludes aircraft/watercraft Not less than \$25,000 or more than \$650,000 each 80% co-insurance - Actual Cash Value	23,012,251	25,000
Contractors Eq. - Actual Cash Value - per sch Excludes items <\$50,000 and >\$600,000 80% co-insurance	4,970,294	15,000
Contractors Equip Leased or Rented From Others (Excludes: Equipment leased or rented with ACV of \$25,000 or less)	3,000,000	15000

**REMARKS (Including Special Conditions)**

see attached spreadsheet

**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**

<b>NAME AND ADDRESS</b>  North Central Rental & Leasing 3401 33rd St South PO Box 9559 Fargo,, ND 58106-9559	<input type="checkbox"/> MORTGAGEE	<b>ADDITIONAL INSURED</b>
	<input checked="" type="checkbox"/> LOSS PAYEE	
	<b>LOAN #</b>	
	<b>AUTHORIZED REPRESENTATIVE</b> Rollin C. Mehlhoff	

No.	Dist.	Location	Description	Vendor	Year	Make	Model	Rental Period		Mths	Min Hrs.	Rate	EA	Total	Serial Number	Value	Dealer #
1	1	BISMARCK	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VFUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00457	\$211,369	M022025
2	1	BISMARCK	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VFUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00874	\$207,351	M022302
3	1	BISMARCK	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	930K3VFUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	ORHN04138	\$233,705	M021518
4	1	BISMARCK	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	930K3VFUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	ORHN04143	\$242,904	M021519
5	1	BISMARCK	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	930K3VFUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	ORHN04065	\$233,247	M021626
6	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT555E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0555CGN9S1002	\$197,204	M02280
7	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT555E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0555VGN9S1003	\$197,204	M022821
8	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT555E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0555AGN9S1004	\$197,204	M022822
9	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT555E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0555LGN9S1005	\$197,204	M022823
10	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT565ECVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0565VGN9S1002	\$203,473	M022824
11	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT565E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0565AGN9S1003	\$203,473	M022825
12	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT575E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C0575LGN9S1003	\$206,672	M022826
13	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT535E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C1675KG8034021	\$180,590	M022818
14	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT535E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C1675PG8034034	\$180,590	M022819
15	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT545E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C1685JG8035010	\$186,660	M022816
16	1	BISMARCK	Tractor	North Central R&L	2016	AGCO CHALLENGER	MT545E CVT	5/1/2016	10/31/2016	6	250	\$17.00	Hr	\$4,250.00	C1685HG8035001	\$186,660	M022817
17	1	BISMARCK	Compact Hydraulic Excavator	North Central R&L	2013	CATERPILLAR	308E CR	5/1/2016	4/30/2017	12	100	\$60.00	Hr	\$6,000.00	OGBJ01652	\$103,200	
18	2	VALLEY CITY	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VFUHL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00885	\$213,211	M022304
19	3	DEVILS LAKE	LGP Dozer (small)	North Central R&L		CATERPILLAR		5/1/2016	4/30/2017	12	100	\$ 170.00	Hr	\$ 17,000.00			
20	4	MINOT	LGP Dozer (small)	North Central R&L		CATERPILLAR		5/1/2016	4/30/2017	12	100	\$ 170.00	Hr	\$ 17,000.00			
21	5	DICKINSON	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VUSL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00459	\$211,369	M022027
22	5	DICKINSON	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VFUHL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00454	\$214,091	M022024
23	7	WILLISTON	LGP Dozer (small)	North Central R&L		CATERPILLAR		5/1/2016	4/30/2017	12	100	\$ 170.00	Hr	\$ 17,000.00			
24	7	WILLISTON	Compact Hydraulic Excavator	North Central R&L	2013	CATERPILLAR	308E CR	5/1/2016	4/30/2017	12	100	\$ 60.00	Hr	\$ 6,000.00	OGBJ01690	\$103,300	
25	8	FARGO	Wheel Loader AWD	North Central R&L	2015	CATERPILLAR	926M3VFUHL	5/1/2016	4/30/2017	12	100	\$42.00	Hr	\$4,200.00	OLTE00453	\$214,091	M022023
26	8	FARGO	LGP Dozer	North Central R&L	2015	CATERPILLAR	D6N LGPACC	5/1/2016	4/30/2017	12	100	\$ 170.00	Hr	\$ 17,000.00	OPBA02823	337269	M021797
27	8	FARGO	Asphalt Paver w/slope control	North Central R&L	2016	WEILER	P885B	5/1/2016	11/30/2016	7	200	\$230	Hr	\$17,000	P885B-2013	209766	

# EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	<b>North Central Rental &amp; Leasing LLC</b>	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	<b>3401 33<sup>rd</sup> Street South</b>	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	<b>Fargo, ND 58104</b>	BISMARCK ND 58505-0700
CONTACT	<b>Lowell Malard</b>	VANESSA BROSTEN
PHONE NO	<b>701-527-8892</b>	701-328-4466

DATE <b>April 21, 2016</b>		RENTAL TERM	BEGINS ON <b>May 1<sup>st</sup> 2016</b>	ENDS ON <b>November 30<sup>th</sup> 2016</b>
DAY (8HRS.) WEEK (44HRS.) MONTH (176 HRS.) EXCESS HOURS BILLED AT  * RENTAL RATES ARE BASED ON HOUR METER USAGE		RENTAL RATES * \$ \$ \$ \$	TRANSPORTATION CHARGES IF APPLICABLE  MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE <b>\$235/Hour with Guaranteed Minimum Usage of 200 Hours, excess hours charged at \$85/Hour</b>	METER READING OUT  METER READING IN
EQUIPMENT WILL BE USED AT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
<b>P385B-2013</b>	<b>Weiler</b>	<b>P385B</b>	<b>Asphalt Paver with Slope Control</b>	<b>\$208,8765</b>

## BILL TO INFORMATION

NAME	<b>North Dakota Department of Transportation</b>				
ADDRESS	<b>503 38<sup>th</sup> Street South</b>				
CITY	<b>Fargo</b>	STATE	<b>ND</b>	ZIP	<b>58103-1198</b>
CONTACT	<b>Troy Gilbertson</b>	PHONE NO	<b>701-239-8904</b>		

## 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): <i>Christopher Lee</i>	TITLE: <i>CFO</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>4-21-16</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Brad Sam</i>	DATE: <i>4-27-16</i>
AGENCY DIRECTOR'S SIGNATURE: <i>Darcy R. Rosendahl, Dep. Dir.</i> <i>for Grant Levi</i>	DATE: <i>27 APR 2016</i>

APPROVED as to execution this <i>27</i> day of <i>April</i> 20 <i>16</i> ATTORNEY GENERAL By <i>[Signature]</i> SPECIAL ASST. ATTORNEY GENERAL
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