North Dakota Department of Transportation **INVITATION TO BID**

Bid Opening Date & Time: 10/24/2014 02:00 PM
Buyer: Vanessa Brosten
Telephone Number: 701-328-4466
Email: vbrosten@nd.gov
Date Prepared: 10/09/2014

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 respons	se will constitute	 and the opening time and date. If you a binding contract.
This sentence	CONTRA	ACT	,
This contract is made and entered into b	y and between NDDOT	for the state of No	orth Dakota (hereinafter state) and
V S. I GOT I GATTE	\ \frac{\sqrt{\sq}\sqrt{\sq}}\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	endor Address	
ASC Construction Equipment USA, Ir	nc	750 Yegen Rd Bi	smark, ND 58504
specified in the bid response, all goods bid response and for which the vendor contract in accordance with the terms a regulations mentioned therein, and shappromulgated by the State Purchasing F	merchandise, supplies has been awarded this and conditions contained all comply with all applications; such manual belivision;	sn, and deliver to s, commodities, ed s contract by the d in the bid respond opplicable provision	smark, ND 58504 the offer made by the vendor pursuant to the state, at the time, places, and prices quipment, or other items contained in the state. The vendor shall fully perform this onse including all specifications, rules, or ns of the NDAC 04-12-01 - 04-12-16 to of this contract by reference. The Risk accorporated into and made a part of this
The following must be completed by to Vendor Name		so may result in t	he rejection of the vendors bid proposal.
ASC Construction Equip Mailing Address	ment USA, Inc		
950 Yegen Rd Bisma	ark ND 58504		
Telephone Number	Fax Number		E-mail Address
701-250-4882	701-250-7017		
			john.vanpatton@ascvolvo.com
Kristin Parker VP Sales and Marketing			
Name & Title (Type or Print) Signature 10/23/14		be rejected. Officer, please	oy Owner; Partner; Corp. Pres., Vice r authorized Corp. Officer or bid may (if signed by other authorized Corp. attach copy of Power of Attorney or tation showing authority to sign.)
Date			
FOR ND DEPARTMENT OF TRANSPOR	RTATION USE ONLY A	ccepted by the sta	ate according to provisions of award
Authorized Signature Or Grant Levi Davay	R. Rosendahl	, Dep. Dir.	Date 21 NOV 2014
Recommended for approval	REATION USE ONLY AC R. Rosenstahl Date	1-20-14	Approximate contract amount \$



APPROVED as to execution this CIAL 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 - 975-34-14-050-04
BID OPENING DATE/TIME - October 24, 2014; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

- 1. <u>Acceptance/Rejection/Waiver.</u> 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. <u>Affirmative Action.</u> 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. <u>Assistance to Bidders with a Disability.</u> Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
- 4. <u>Alterations and/or Corrections.</u> 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.

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

- 6. <u>Awards, Splitting of.</u> 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. <u>Bidder's Responsibility and Late Bids.</u> 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. <u>Bid Summary.</u> 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. <u>Bid Bond.</u> 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. <u>Clarifications, Bid Changes and Questions Deadline</u>. The Procurement Officer is the point of contact. <u>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 <u>not later than end of business October 17, 2014.</u> (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued <u>after this date</u>.</u>

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. <u>Deviation from Specifications Supplied by NDDOT.</u> 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. <u>Electronic & Facsimile Bids.</u> 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. <u>Freight/F.O.B. Destination.</u> 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.

- 17. <u>Multiple Bid(s).</u> 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. <u>Negotiation.</u> NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
- 19. <u>Open Records.</u> 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. <u>Performance Bond.</u> 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. <u>Preparation of Bid.</u> 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. <u>Pricing.</u> 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. <u>Protest of Award.</u> 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. <u>Receipt of Bids.</u> All <u>sealed</u> 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. <u>Signature.</u> 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. <u>Supplemental Terms and Conditions.</u> Bids including <u>supplemental</u> 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. <u>Taxes.</u> 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. <u>Vendor Registration.</u> 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. <u>Withdrawals after the bid opening date and time.</u> 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. <u>Applicable Law and Venue.</u> Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
- 2. <u>Binding Contract.</u> 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. <u>Compliance with Laws, Nondiscrimination and Affirmative Action.</u> 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.
- 4. <u>Contract Amendments, Waivers.</u> 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.

- 5. <u>Contract Management.</u> 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.
- 6. <u>Contract Volume.</u> 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.
- 7. <u>Service Locations.</u> 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.

- 8. <u>Delivery.</u> NDDOT requests delivery of the units **not later than DECEMBER 1, 2014.** 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).
- 9. <u>Contract Term and Renewal Option.</u> The NDDOT will enter into a contract which will be effective beginning upon an acceptable delivery date, not later than December 1, 2014, to extend through April 30, 2015.

10. Contract Termination.

- 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:
 - 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.
- 11. Contract Price Adjustment. The Contract Unit Prices shall be firm for the duration of the contract period.
- 12. <u>Inspection and Investigations.</u> 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.
- 13. <u>Billing and Payment Procedures.</u> 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.

14. <u>Subcontracts, Assignment.</u> 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.

- 15. <u>Successors in Interest.</u> 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.
- 16. <u>Receiving.</u> 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.

- 17. <u>Specifications.</u> Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.
- 18. <u>Equipment Rental Agreement (ERA).</u> 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.

19. Equipment Summary. An equipment summary will be maintained which will include the equipment data (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
If offering more than one size, then attach a list of models

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR RENTAL OF FOUR-WHEEL-DRIVE (AWD) ARTICULATED WHEEL LOADER

The intent of this bid specification is to request pricing for the rental of AWD articulated wheel loaders for stockpile and general highway maintenance operations. The machines shall be new or used less than 200 hours and be of the current make and model. All machine 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 location(s) are shown below. The quantities are estimates and could change depending on pricing. The department may not rent the AWD articulated wheel loaders depending on the bid pricing. This will be determined once the bids are received. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site and meets the specification.

AWD articulated wheel loaders are to be used for an estimated 100 engine hours during the rental period of 5 months per machine. Additional hours over 100 shall be invoiced at the quoted hourly rate for hours over 100. Minimum payment for each machine shall be the hourly rate times the estimated usage of 100 hours. (\$Hourly Rate as bid x 100 hours = Minimum payment)

Lessee will carry physical damage insurance on the machines. Lessee will accept responsibility for any breakage due to negligence done by them. The machines will have normal wear from general use when returned. The awarded dealer and DOT representative must agree on any excessive damage within 10 working days of the machines 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, and checking fluids. Machines out of service for five working days or more shall require a replacement machine 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 NDDOT. 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 machines. 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 the machines cleanliness, and basic operation.

Payment/compensation shall be paid as follows: 70% of the total price bid for 100 hours of use will be paid upon satisfactory acceptance of the contract and delivery of the machines. The remaining 30% plus any additional amount over 100 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the machines.

BIDDER: ASC Construction Equipment USA, Inc

AWD LOADER

(Caterpillar 924H, John Deere 444K, Case 521F, Volvo L60G or Similar Equivalent) As a minimum each four-wheel-drive articulated wheel loader shall be equipped with:

,	CON	/IPLY	COMMENTS		
Minimum of 120 HP diesel engine, can be larger	YES	NO	O MINICITY O		
Full power shift with torque converter or hydrostatic	√				
Deluxe cab, ROPS, air conditioning/heat	✓				
Standard Instrumentation	√				
Hour meter, must only mark time when engine is running	✓				
Suspension seat	√		·		
Single joystick hydraulic controls	√				
3 rd valve hydraulics plumbed to the front of the loader arms	✓				
Four wheel drive	✓				
Limited slip differentials minimum, prefer differential lock	✓				
Hydraulic quick coupler with minimum of 2.5 yd. general purpose bucket with bolt on cutting edge installed on machine.	<u> </u>				
Rylind horizontal pin quick attach system, capable of mating to Rylind PL20 female attachments – <i>Preferred if available, not required</i>	<u>✓</u>	 .	Depends on Availibility		
Engine heater, 120v	√		·		
Hydraulic tank heater, 120v - or low viscosity fluid for winter time use. Please indicate which in comments	✓				
Back up alarm	✓				
Headlights, warning and tail lights, manufacturers standard	<u>✓</u>				
actory wired strobe light with cab mounted switch	✓				
Full factory warranty throughout the rental period	<u>✓</u>				

The AWD articulated wheel loader shall be delivered and operational and scheduled maintenance training provided at the following location(s):

Delivery by Dece machine is availa	mber 1 st 2014 to April 30 th 2015. NDDOT w able if before December 1 st , 2014:	vill accept early delivery as soon as
5 each	Bismarck, ND	
PLEASE ATTACH ABILITY TO RES EQUIPMENT.	HRENTAL CONDITIONS AND A BRIEF NA POND TO BREAKDOWNS WITH EMERGE	ARRATIVE OF YOUR COMPANY'S ENCY SERVICE OR REPLACEMENT
ITEM NO. 1	AWD ARTICULATED WHEEL LOADER	5 EACH
		\$ <u>10.00</u> /HOUR 100hr Minimum
ITEM NO. 2	AWD LOADER (ITEM 1) US	SAGE IN EXCESS OF 100HRS
		\$ <u>25.00</u> /HOUR (in excess of 100 hrs)
ITEM NO. 3 Option	1 ADDITIONAL AWD LOADER FOR OTH	IER DISTRICTS IF REQUIRED
		\$ <u>10.00</u> /HOUR
		\$ <u>25.00</u> /HOUR (in excess of 100 hrs)
YEAR <u>2014 or 2015</u>	MAKE Voivo	MODEL <u>L60G</u>
DELIVERY DATE: _	By December 1, 2014	

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

PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)

	PRIMARY CONTACT NAMEJohn Van Patton							
		ASC Construction Equipment USA, Inc.						
	MAILING ADDRESS: _	950 Yegen Rd						
	CITY & STATE:	Bismark, ND	_ ZIP CODE: _58504					
	PHONE NUMBER:	701-250-4882	_TOLL FREE:					
			EMAIL:john.vanpatton@ascvolvo.com					
			te 'Same as above' if applicable)					
	SERVICE CONTACT N	AME <u>Brandon Thigpen</u>						
	BUSINESS NAME:A	SC Construction Equipment	USA, Inc					
	SERVICE ADDRESS: _	950 Yegen Rd						
			_ZIP CODE:58504					
	PHONE NUMBER:	_701-250-4882	_TOLL FREE:					
			EMAIL:brandon.thigpen@ascvolvo.com					
			cate 'Same as above' if applicable)					
	SERVICE CONTACT NA	AME <u>Greg Johnson</u>						
			USA, Inc					
			Ę					
(CITY & STATE:	Fargo, ND	ZIP CODE:58104					
			TOLL FREE:					
F			EMAIL: _greg johnson2@ascvolvo.com					
1	DEVILS LAKE DISTRIC	T SERVICE FACILITY (Indic	ate 'Same as above' if applicable)					
			SA, Inc					
		1830 27th Street SF						
C	CITY & STATE:	Minot, ND	ZIP CODE:58701					
Ρ			TOLL FREE:					
F			EMAIL:brandon.thigpen@ascvolvo.com					

Indicate 'Same as above' if applicable)							
SERVICE CONTACT NAME Brandon Thigpen							
BUSINESS NAME:	S NAME:ASC Construction Equipment USA, Inc						
SERVICE ADDRES	S: <u>1830 27th Street SF</u>						
CITY & STATE:		ZIP CODE:58701					
PHONE NUMBER:		TOLL FREE:					
FAX NUMBER:		EMAIL:brandon.thigpen@ascvolvo.com					
DICKINSON DISTRI	CT SERVICE FACILITY (Indi	cate 'Same as above' if applicable)					
SERVICE CONTACT	NAME <u>Brandon Thigpen</u>						
BUSINESS NAME: _	ASC Construction Equipment	USA, Inc					
SERVICE ADDRESS	5:750 Yegen Rd						
CITY & STATE:		ZIP CODE:58504					
PHONE NUMBER:		TOLL FREE:					
FAX NUMBER:		EMAIL: <u>brandon.thigpen@ascvolvo.com</u>					
GRAND FORKS DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)							
	NAME On a Li	·					
BUSINESS NAME:	BUSINESS NAME:ASC Construction Equipment USA, Inc						
SERVICE ADDRESS:	3738 38 Street South Suit	e F					
CITY & STATE:		_ ZIP CODE: _58104					
PHONE NUMBER:		_TOLL FREE:					
FAX NUMBER:		EMAIL: <u>greg.johnson2@ascvolvo.com</u>					
WILLISTON DISTRIC	WILLISTON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)						
	CERTICE FACILITY (Indica	te 'Same as above' if applicable)					
SERVICE CONTACT							
BUSINESS NAME:	NAME <u>Brandon Thigpen</u>						
BUSINESS NAME:	NAME <u>Brandon Thigpen</u> ASC Construction Equipment	USA, Inc					
BUSINESS NAME:	NAME Brandon Thigpen ASC Construction Equipment 13551 Hamilton Lane	USA, Inc					
BUSINESS NAME:	NAME _Brandon Thigpen ASC Construction Equipment 13551 Hamilton Lane Williston, ND	USA, Inc					

FARGO DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable) SERVICE CONTACT NAME Greg Johnson BUSINESS NAME: ASC Construction Equipment USA, Inc SERVICE ADDRESS: 3739 38 Street South Suite F CITY & STATE: _____ZIP CODE: __<u>58104</u> Fargo, ND PHONE NUMBER: FAX NUMBER: EMAIL: __greg.johnson2@ascvolvo.com_____

SAMPLE DOCUMENT

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation Financial Management Division 608 East Boulevard Avenue

				Bismarck, ND :	00005-0700		•	
NAME	LESSOR (VE	NDOR)			LESSEE (STATE)	5 Et . 1		
	·		•		ND DEPARTMENT OF TRANSPORTATION			
ADDRESS					608 E BOULEVARD	AVENUE	·	
CITY, STATE ZIP CODE	ITY, STATE				BISMARCK ND 585			
CONTACT					VANESSA BROSTE			
PHONE						:IN		
NO ,					701-328-4466			
DATE				RENTAL	BEGINS ON			
		DENTA		TERM			ENDS ON	
DAY (8HRS.) RENTAL RATES \$ WEEK (44HRS.)			TRANSPORTATION CHARGES IF APPLICABLE METER F			METER READING OUT		
MONTH (176 HRS	S.)	. \$		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE METER READING IN				
XCESS HOURS		\$						
		HOUR METER USAG	E					
QUIPMENT WILI	· · · · · · · · · · · · · · · · · · ·	V		_	<u>.</u>		LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.	
SERIAL	UMBER	MAKE	MODEL	DESCRIPTION			UNIT VALUE	
				,'				
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VAME				-13-10-071	WIO.		·	
DDRESS				· · · · · · · · · · · · · · · · · · ·	`			
ONTACT	<u> </u>			STATE		ZIP		
ONTACT				PHÔNE NO	1			

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.

BIDDER: ASC Construction Equipment USA, Inc. _ITB 975-34-14-050-04, Wheel Loader, AWD Rentals Page 13 of 17

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.
- 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.

BIDDER: ASC Construction Equipment USA, Inc ITB 975-34-14-050-04, Wheel Loader, AWD Rentals

INSPECTION:

Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon

TERMINATION:

- 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.
- 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:
 - 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.
 - 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.
 - 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.

- Either party, by written notice, may terminate the whole or any part of this agreement:
 - If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 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:

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

BIDDER: ASC Construction Equipment USA, Inc _ITB 975-34-14-050-04, Wheel Loader, AWD Rentals

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 REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER	E PRESIDENT. OR OTHER AUTH	IORIZED CORPORATE OFFICER OR BID MAY BE
NAME (TYPE OR PRINT): Kristin Parker		TITLE: VP Sales and Marketing
SIGNATURE:	DATE : 10/23/14	
LESSEE (Agency)		
LESSEE (Agency)		
APPROVED AS TO SUBSTANCE BY:		DATE:
AGENCY DIRECTOR SIGNATURE:		. DATE:

SAMPLE DOCUMENT

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):	<u> </u>
Date:	<u>.</u> .
Model: Serial Number:	
Hours: Dealer:	
Dealer Signature: District:	
District Signature:	

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS APPENDIX

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:

- Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
- 6. <u>Incorporation of Provisions</u>: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



	COL	istruction Equ	ipm	ent			L	County Use:	End Use:		
	USA	, INC.					c	Customer No.	Contract No		
					RENTAL			Customer	CONTRACT 140	-	
							Α	ddress			
D						GREEMENT	c	ity	ate	Zip	
Branch				Sales Rep			P	hone:	Fax:	Ζίρ	
	Term: From	: / /		to:	/		s	hip to: City	County		State
	RENTED:						F	RATE PER BILLING PERIO			Jiale
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Tag #		Make		Model		Serial Number		OTHER FEES:			
						ocha Namber		Freight Delivery	\$		
						,		Freight Return	\$		
								Total Freight Charge	\$		
							\dashv	Damage Waiver 13% of			
								Rental Rate	\$		
Insurar	nce Value \$		_					Purchase Option? *The terms of the attached Puincorporated herein by referer ereby rents the equipment listed	_Yes* rchase Option	No Rider are	
In cases owed her	(i) (ii) t (iii) t (iii) c of theft, van eunder for c n (10) days c	damage to tires, Equipment damage caused this Agreement b oss or damage cor agents or othe dalism, arson or damages to or los of the loss and pr	by they Culue to repensional similar similars of omptions to the total similars of the t	e negligence of stomer, its em to the mysterior sons to whom ar criminal act such Equipme tly provide ASO	or other ployees us or un the Equipment (including)	deflation of tires, misuse or abuse or agents, or othe explained disappedipment is entrusteng loss or destructiong, without limits copy of the police	f the I r pers aranc d by (the Equipment, the Customer m	er causes result dipment in viola entrusted by Cu denversion by Cu	ting from the use tion of the provis istomer; and istomer, its emplo	of the
	A	Accepted Damag	e Wa	aiver	_		•	Declined Damage Waiver			
continue i standard i for any or Customer paragraph herein. T Customer evidencing 1. Customer nterest in 5. Operator's ollow thes	e for the full in force and form to be when person fo relects the conditions of the foregoing will provide go that the sa Financing agrees, upon the Equipm Tier IV Equ Manual. Prese procedures	replacement value effect during the ritten in the state r bodily injury or lamage waiver a lamage la	le of e entie e in we death s set Custoendoi eptable estom e ecute er wi sage e ust all s will	the Equipment re term of this which such unit it; \$500,000 fo forth above, it it is to ASC evideled or modified any and all ir ill otherwise coof equipment it is obe utilized result in additional and it is a decired.	t. Custo Rental. will be r any or shall no ain liable any insu encing to d withou ASC to nstrume operate with Tiel as note	pomer shall also pro Agreement, general registered. Said plus accident for bod to be required to plus for any damage are rights of subrothe foregoing insurant thirty (30) days' lifle a financing state and documents and documents to defend the title of the Operator's	vide (al liab olicy of injuried to the gation or independent of AS quires quires	le), at Customer's expense, and due to perils covered by all risk or authorize ASC to provide), at all tilty and property damage insurator policies shall be written with the context of the covered by the context of the coverage prior to taking possess written notice to ASC. It with respect to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the Equipment may be reasonably necessary of the coverage prior to the regeneral. By initialing below, custometric repairs and or excessive maintimetric to the regeneral prior t	contractors equipments of the policy and interest of the policy of the polic	uipment pense, and or policies to be less than \$500,00 In the event rth in this as set forth nal insured pment and In addition, rotect ASC's s as noted in the	00
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	Customer Sicr	nature (Checked Or	· (4\			Da	te:				
`	- zetemor orgi	(OHECKEU O	ul)								
	ASC Construc	tion Equipment US	Α	 -		Da	e:				

- Renting. ASC Construction Equipment USA ("ASC") rents to Customer (named on the face hereof) and Customer hires from ASC the Equipment described on the face hereof.
- Rental Rates. It is agreed that the rental rates shown on the face hereof are predicated on Equipment being operated not in excess of one hundred sixty (160) hours per 4-week period. Customer agrees to pay for excess hours at the overtime rate specified on the face hereof or 1/160th of the 4-week period rate for each hour of use in excess of 160, if an overtime rate has not been specified. In addition to to pay for excess nours at the overrime rate specified on the race hereor or 1/1buth or the 4-week period rate for each nour or use in excess of 1bu, if an overrime rate has not been specified. In addition to after the minimum term of rental, rent shall be charged on a basis of one third (1/3) of a period's rate for each week's use or any part thereof.

 3. Terms and Payment. Payment shall be made within ten (10) days of invoice date unless otherwise specified on the face hereof. Payments not received within ten (10) days after invoice date shall bear interest at the rate of one and one-half percent (1.5 %) per month or the highest legal rate, whichever is less. All rents and other sums of money payable by Customer under the terms of this Rental Agreement
- shall be due and payable in U.S. dollars at the address specified on ASC's invoice.
- Fees. Customer shall be liable for, and shall reimburse ASC for, the amounts equal to any sales, use, license or registration fees levied or based upon the rentals, the Equipment, or the use or operation thereof.
- condition of Equipment. It is agreed and understood that Customer has carefully inspected the Equipment and all attachments and accepts same in good condition, and that the Equipment is free from
- 5. Condition of Equipment. It is agreed and understood that Customer has carefully inspected the Equipment and all attachments and accepts same in good condition, and that the Equipment is free from any defect and is properly and carefully assembled. Customer agrees that should any defect ever exist in the Equipment, the Equipment will not be used until it is properly repaired.

 6. Standard of Care; Liability for Damage. Customer will operate the Equipment with reasonable care and will use it only for the purpose for which such Equipment was designed, specifically excluding such use as would result in abnormal wear. Customer will comply with all laws, regulations, and ordinances applicable to the possession, maintenance and operation of the Equipment. Customer agrees to such doe as would result in adminimal wear. Customer will comply with all laws, regulations, and ordinances applicable to the possession, maintenance and operation of the Equipment. Customer agrees to care for the Equipment properly, to use it within its rated capacity, to operate it only with all required safety devices and guards installed, to restrict its use to qualified operators in Customer's direct employ, and to prohibit anyone other than ASC's authorized personnel to repair or adjust the Equipment unless, as indicated on the face hereof, Customer is to be responsible for the repair of such Equipment. Customer and to prohibit anyone other than ASC's authorized personnel to repair or adjust the Equipment unless, as indicated on the face hereof, Customer is to be responsible for the repair of such Equipment. Customer will not make any alterations to the Equipment or after or substitute any attachments or components thereto or add any plate affixed to the Equipment. Except as otherwise expressly set forth herein, insurrection, strike, explosion, collision, upset, damages while being transported, loaded or unloaded, or for any cause whatsoever other than ordinary wear and tear. Customer shall notify ASC immediately and/or transportation of hazardous substances or chemicals without proper notification to and approval by ASC. In the event ASC grants the approval to utilize the Equipment for the transportation of accidents, Customer must clean the unit prior to returning it to ASC, and such cleaning shall be within the tolerance level for toxic substances for the state where rented.

 7. Equipment Maintenance and Renair, Subject to the provisions of any purchase option rider executed in connection herewith. ASC will perform routine maintenance on the Equipment at its exponent.
- hazardous substances or chemicals, Customer must clean the unit prior to returning it to ASC, and such cleaning shall be within the tolerance level for toxic substances for the state where remed.

 7. <u>Equipment Maintenance and Repair</u>, Subject to the provisions of any purchase option rider executed in connection herewith, ASC will perform routine maintenance on the Equipment, at its expense, as and when needed to maintain the Equipment in good operating condition and Customer agrees to make such Equipment available to ASC for servicing at reasonable times during ASC's normal business hours. In the event that Customer requires service at times other than during ASC's normal business hours, Customer agrees to pay the difference between the straight time and overtime rate for mechanic's time. In the event that additional maintenance or repairs are required on the Equipment due to the negligence or misuse of such Equipment by Customer or its agents or employees or otherwise due to events for which Customer assumes liability pursuant to Section 6 hereof, ASC shall repair or replace such Equipment at Customer's expense. Customer further agrees to pay for all damage to the Equipment upon receipt of invoices therefor from ASC for the cost and expense of repair.
- 8. Fuel. Customer is responsible for all fuel used in the Equipment. All Equipment is delivered with full fuel tanks, and all Equipment is to be returned with full fuel tanks. In the event Equipment is returned and the fuel tanks are not full, Customer will be charged for the fuel required to fill the tanks at the current price then in effect for premium fuel.
- and the fuel tanks are not full, Customer will be charged for the fuel required to fill the tanks at the current price then in effect for premium fuel.

 9. Hold Harmless. Customer agrees to indemnify, save and hold harmless ASC from all loss, damage, claims, attorneys' fees and other expenses arising from any claim or action alleging bodily injury, storage or maintenance and from any breach by Customer of this Agreement. During the entire Term of this Rental Agreement, Customer agrees to indemnify and reimburse ASC against any and all loss or damage to the Equipment as set forth herein. All accidents shall be reported promptly to ASC in writing with full details of the incident.

 10. Term. Rental charges commence when the Equipment leaves ASC's location and cease when returned to ASC's location in as good condition as when received, ordinary wear and tear excepted. Customer bears the risk of loss for damage to or destruction of Equipment from the time such Equipment is placed on a carrier at ASC's place of business. Customer shall remain liable for rental hereunder until any repairs or replacements to the unit for damage other than normal wear and tear have been completed. Unless otherwise expressly set forth on the face hereof, Customer will be responsible for all load-out, unloading assembly and disassembly of the Equipment Following the initial term set forth on the face hereof. Customer may terminate this Rental Agreement, and then ASC shall arrange for
- and returned to ASC's place of business. Customer shall remain liable for rental hereunder until any repairs or replacements to the unit for damage other than normal wear and tear have been completed. Duless otherwise expressly set forth on the face hereof, Customer may terminate this Rental Agreement at any time by notifying ASC when Customer without providing assembly and disassembly of the Equipment Following the initial term set forth on the face transportation for such Equipment. ASC shall pick up the Equipment at the time requested by Customer or as soon thereafter as reasonably possible. ASC may terminate this Agreement at any time by providing obligations to make payments for customer and Customer shall cooperate with ASC to return such Equipment promptly upon termination hereof. Termination of this Agreement shall not relieve Customer of any 11. Termination of Agreement. Customer shall be in default of this Rental Agreement upon the happening of any one of the following events: (i) the failure to make any payment within ten (10) days of the benefit of its creditors; (iv) the insolvency of Customer; (v) the cessation of Customer to do business as a going concern; or (vi) the breach by Customer of any other term or condition hereof. Customer shall be in default of this Rental Agreement upon the happening of any one of the following events: (i) the failure to make any payment within ten (10) days of the benefit of its creditors; (iv) the insolvency of Customer; (v) the cessation of Customers for do business as a going concern; or (vi) the breach by Customer of any other term or condition hereof. Customer shall give ASC immediate notice of any attachment, the filing of a lien, or any other judicial process affecting the Equipment or ASC's title herein. Upon the occurrence of any other term or condition hereof. Asc and any equipment of any attachment, the filing of a lien, or any other judicial process affecting the Equipment or ASC's title herein. Upon the occurrence of any other term or condition hereof.

- 14. ASC's Ifte. Customer acknowledges that the Equipment is the sole and exclusive property of ASC, and that Customer has not and will not acquire any interest (other than its interest as Customer in possession and use of the Equipment as granted hereby), or title to the Equipment. There are no prior or contemporaneous agreements to transfer title to Customer by sale. The filing of any financing statement in connection with this Rental Agreement shall not convert this Rental Agreement into or constitute it a sale. Customer shall at all times keep the Equipment free from any and all liens, claims, encumbrances and security interest and do, or permit, no act whereby ASC's title or rights may be encumbered or impaired. If Customer fails to promptly discharge or remove any such claim, lien or legal process, ASC may, at its option, discharge the same, advancing any amounts necessary therefor. Customer shall promptly reimburse ASC for all such amounts with interest at the maximum legal rate.

 15. Lender Acknowledgment. Customer acknowledges that the purchase of certain inventory of ASC may be financed by ASC through certain financing sources (each a "Financing Source"), and that in connection with such transaction ASC may have been required to assign certain of its rights (but not its obligations) under this Rental Agreement, including rights to payments due and Equipment covered hereby to such Financing Source. Unpayments due and Equipment covered hereby to such Financing Source or its successors and assigns as the owner of all rights under the Rental Agreement.
- conhection with such transaction ASC may have been required to assign certain of its rights (but not its obligations) under this Rental Agreement, including rights to payments due and Equipment covered hereby, to such Financing Source. Upon receipt of written notice, Customer agrees to recognize the Financing Source or its successors and assigns as the owner of all rights under the Rental Agreement (including the payments due and payable hereunder) and to the Equipment and to comply with the Financing Source's instructions regarding the same. Customer also understands that until the Financing Source is paid in full for the Equipment financed by the Financing Source, Customer's interest in the Equipment is subordinate to Financing Source's first priority security interest. Customer acknowledges that any right or recourse under any service or warranty agreements respecting the Equipment are exclusively against ASC, the manufacturer or other vendor or supplier supplying the same and that
- 16. Notices. Notices relating to this Rental Agreement shall be in writing and either personally delivered to an officer of Customer or ASC or sent by registered or certified mail to their respective addresses
- set forth on the face hereof.

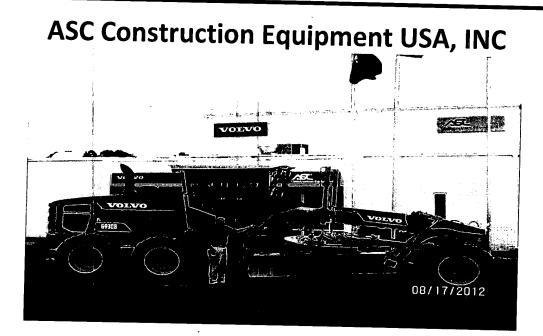
 17. <u>Complete Agreement.</u> Customer acknowledges that ASC has not made any covenant or representation of any kind except as specifically set forth herein. This Rental Agreement contains all of the terms of the agreement between the parties, and no amendment or revision of this Rental Agreement shall bind ASC or any assignee of ASC, unless in writing signed by ASC or such assignee. CUSTOMER SPECIFICALLY AUTHORIZES ASC TO FILL IN ANY BLANKS IN ORDER TO REFLECT THE PARTIES' AGREEMENT AND TO CORRECT ANY APPARENT ERRORS. CUSTOMER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS RENTAL AGREEMENT WITH BLANKS FILLED IN TO CUSTOMER'S SATISFACTION.

 18. Waiver of Warranty. Customer acknowledges that ASC is not the manufacturer or an agent of the manufacturer of the Equipment. The Equipment is rented "as is" and "where is." ASC MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXCLURE PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXPLICITED AS A BASIS OF ANY ORDER ASC WILL NOT BE LIABLE FOR ANY CLAMMED THE ECOLURA PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXCLURA PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXCLURA PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXCLURA PURPOSE, WEITTEN OR ORAL ARE HEREBY DISCLAMED BY ASC AND EXCLURA PURPOSE.
- WRITTEN OR ORAL, ARE HEREBY DISCLAIMED BY ASC AND EXCLUDED AS A BASIS OF ANY ORDER. ASC WILL NOT BE LIABLE FOR ANY CLAIM THAT THE EQUIPMENT SUPPLIED HEREUNDER WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.
- WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

 19. Consent to Jurisdiction/Jury Trigl. Customer and ASC each hereby waive any right to a trial by jury in any action brought by or against Customer and involving ASC, whether such claims sound in contract, tort or otherwise, involving any Equipment sold or leased by ASC to Customer, any repairs to any Equipment or any credit extended by ASC to Customer. Any judicial proceedings brought against Customer with respect to this Rental Agreement, or any credit extended by ASC to Customer. Any judicial proceedings brought against Customer with respect to this Rental Agreement, or any credit extended by ASC to Customer. Any judicial proceedings brought against Customer North Carolina. By executing and delivering this Rental Agreement, customer accepts for itself, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with any said matters. Customer agrees that a summons and complaint commencing an action or proceeding in either of the aforesaid courts shall be properly carried and shall confer parcental jurisdiction if carried parcental to the aforesaid courts shall be properly carried under the laws of the state of North be bound by any judgment rendered thereby in connection with any said matters. Customer agrees that a summons and complaint commencing an action of proceeding in either of the aloresaid courts shart be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address designated pursuant hereto, or as otherwise provided under the laws of the state of North Carolina. The parties hereby waive any claim that the United States District Court for the Western District of North Carolina or Mecklenburg County, North Carolina, is an inconvenient forum and any claim Cardina. The parties neredy waive any claim that the United States District Court for the vestern District of North Cardina or Mecklenburg County, North Cardina, is an inconvenient forum and any claim option, ASC may initiate proceedings in any other court having jurisdiction. In addition, at its option, ASC may initiate proceedings in any other court having jurisdiction.

 20. Non-Waiver. The failure of ASC at any time to enforce any default or right reserved to it or to require strict performance of any of the terms of this Rental Agreement or any contract by Customer at the time designated will not be a waiver of any such default or right, nor will it in any way affect the right of ASC to later enforce such provisions. The remedies of ASC are cumulative and not alternative.
- 21. Purchase Orders. In the event that any purchase order or other terms on documents used in connection with the rental or purchase of Equipment conflict with the terms hereof, the terms hereof shall
- 22. Choice of Law. The terms and conditions of this Rental Agreement will be construed in accordance with the laws of the state of North Carolina without regard to the laws or court decisions concerning choice-of-law in said state.
- 23. Severability. If any provision of this Rental Agreement is held to be illegal, invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof. Such provision shall be deemed modified to the reasonable extent necessary to render such provision and the remaining provisions hereof enforceable.

 24. <u>Definition</u>. The word "Customer" as used herein shall be construed to include all singular and plural, masculine and feminine, individual and corporate parties, and shall include all successors or



ASC offers an extensive product line with an informed staff to support all of your heavy equipment needs.

ASC is committed to meet the expectations of our customers and provide the high level of service that our customers deserve. In addition to providing your heavy equipment solutions, Volvo Construction Equipment and ASC will continue to offer the best product support programs for your equipment. ASC Construction Equipment can ensure 95% parts availability within 48HRS and also guarantee 24HR availability on consumable and preventative maintenance parts items. ASC maintains a network of 12 dealerships across the South East and each location is stocked with Volvo parts inventory based on the models sold within that respective region. ASC also operates two large "virtual" parts warehouses at our Charlotte, NC and Buford, GA locations to support our parts business at a local level. Each of our twelve locations utilizes integrated parts inventory and order management software so that inventory is always available at a local level from any of our South East locations. Each ASC Dealer location maintains a Volvo Dealer recommended stock list (RSL) for each respective Volvo model sold or working within the dealer's area of responsibility. Beyond our local ASC dealer parts inventory Volvo Construction Equipment has two main US parts hubs with locations in Memphis, TN and Reno, Nevada. Each VCE warehouse supports overnight shipping with order cut off times of 8PM daily. Our Raleigh service department consist of several mobile field technicians who are all Volvo trained Master Technicians. All techs are factory trained by Volvo on the complete Volvo product line and receive ongoing training year round and also specifically on new models as they are released. All ASC locations maintain 24hr/7-Day after hours emergency product support for both parts and service issues.



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)		
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION		
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE		
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700		
CONTACT	JOHN VANPATTON	VANESSA BROSTEN		
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466		

DATE		RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL R	ATES .	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT
DAY (8HRS.)	\$		NONE		
WEEK (44HRS.)		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN	
MONTH (176 HRS.)	\$		\$10.00 PER HOUR UP TO 100 HOURS		
EXCESS HOURS BILLED AT	\$ 25.	00			
* RENTAL RATES ARE BASED ON	HOUR METER USAGE				
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT OFFICE					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE
611311	VOLVO	L60G	AWD ARTICULA	TED WHEEL LOADER	175,000

	BILL TO INFORMATION						
NAME	NAME NORTH DAKOTA DEPARTMENT OF TRANSPORTATION						
	BISMARCK DISTRICT OFFICE						
ADDRESS	218 AIRPORT RD						
CITY	BISMARCK	STATE	NORTH DAKOTA	ZIP	58504		
CONTACT.	GARY FEIST PHONE NO 701-328-6952						

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 attomeys' 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.
- 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.
- 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:
 - 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.

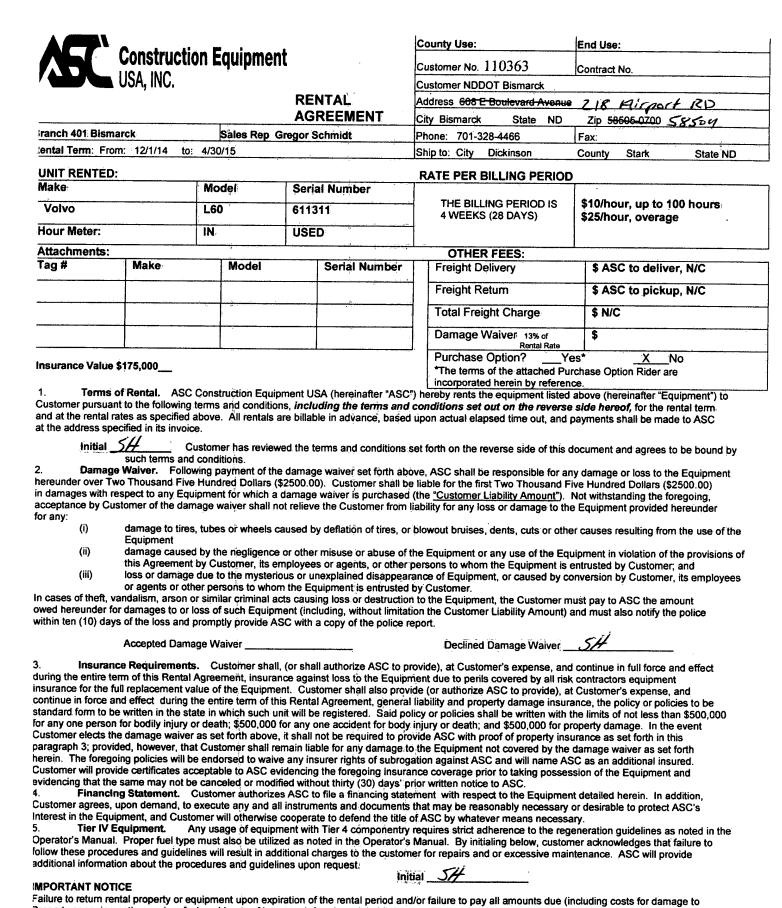
GOVERNING LAW AND VENUE:

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 I (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POW		
NAME (TYPE OR PRINT) Kristin Parker	TITLE :	VP- Sales and Marketing
SIGNATURE:	DATE: 11/14/14	
LESSEE (Agency)		
APPROVED AS TO SUBSTANCE BY:	DATE:	
AGENCY DIRECTOR SIGNATURE:		DATE:



Property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with state law. By signing and initialing in the spaces provided, Customer acknowledges receipt of the Equipment described above in good operating condition. Further, Customer agrees to all rental terms

Date:

ASC Construction Equipment USA (Checked In)

1strush

Customer Signature (Checked Out)

iano

and conditions shown on the front and reverse side of this Rental Agreement.

FOR NITTOT

Date: 11/17/2014

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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700
CONTACT	JOHN VAN PATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN VANPATTON@ASCVOLVO.COM	701-328-4466

DATE		RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL F	RATES *	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT
DAY (8HRS.)	\$		NONE		
WEEK (44HRS.)			MINIMUM RENTAL AMO	JNT GUARANTEED BY LESSEE	METER READING IN
MONTH (176 HRS.)	\$		\$10.00 PER HOUR UP TO 100 HOURS		
EXCESS HOURS BILLED AT \$ 25.00					
RENTAL RATES ARE BASED (ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT OFFICE					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE
614426	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000

	BILL TO INFORMATION						
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION						
	BISMARCK DISTRICT OFFICE						
ADDRESS	218 AIRPORT RD						
CITY	BISMARCK	STATE	NORTH DAKOTA	ZIP	58504		
CONTACT	GARY FEIST PHONE NO 701-328-6952						

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.

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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:

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- 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.
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 - 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:

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EXTENDED RENTAL PERIOD:

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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.

	ESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORA H COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATIO	
NAME (TYPE OR PRINT): Kristin Parker	TITLE :	VP- Sales and Marketing
SIGNATURE:	DATE: 11/14/14	
LESSEE (Agency)		
APPROVED AS TO SUBSTANCE BY:		DATE:
AGENCY DIRECTOR SIGNATURE :		DATE:



DENTAL

County Use:	End Use:
Customer No. 110363	Contract No.
Customer NDDOT Bismarck	218 Airport RD
Address 608 E Boulevard Avenu	
City Bismarck State ND	Zip 58505-0700- S8504
Phone: 701-328-4466	Fax:

			Audress 606 E Boulevard Avenue			
		7.	AGREEMENT	City Bismarck State ND	Zip 58505-0700- S8 504	
ranch 401 Bisn	narck	Sales Rep	Gregor Schmidt	Phone: 701-328-4466	Fax:	
tental Term: Fr	om: 12/1/14 to	4/30/15		Ship to: City Dickinson	County Stark State ND	
UNIT RENTE	D:			RATE PER BILLING PERIOD	li	
Make Model		Model	Serial Number			
Volvo		L70	614426	THE BILLING PERIOD IS 4 WEEKS (28 DAYS)	\$10/hour, up to 100 hours \$25/hour, overage	
Hour Meter:		IN .	USED			
Attachments:				OTHER FEES:	<u> </u>	
Tag #	Make	Model	Serial Number	Freight Delivery	\$ ASC to deliver, N/C	
				Freight Return	\$ ASC to pickup, N/C	
		Ĭ.		Total Freight Charge	\$ N/C	
				Damage Waiver 13% of Rental Rate	\$	
Insurance Value				Purchase Option? Ye *The terms of the attached Pur incorporated herein by reference	chase Option Rider are	
and at the rental.	ant to the following	terms and condition above. All rentals	ons, including the terms and	") hereby rents the equipment listed if conditions set out on the reverse d upon actual elapsed time out, and p	side hereof for the rental term	
	such terms and	l conditions.			ocument and agrees to be bound by.	
in damages with	ge Waiver. Follow wo Thousand Five respect to any Equ	wing payment of the Hundred Dollars Dipment for which a	(\$2500.00). Customer shall b I damage waiver is purchased	ove, ASC shall be responsible for an e liable for the first Two Thousand Fi d (the <u>"Customer Liability Amount")</u> . I liability for any loss or damage to the	ve Hundred Dollars (\$2500.00)	

- damage to tires, tubes or wheels caused by deflation of tires, or blowout bruises, dents, cuts or other causes resulting from the use of the (i) Equipment
- damage caused by the negligence or other misuse or abuse of the Equipment or any use of the Equipment in violation of the provisions of (ii) this Agreement by Customer, its employees or agents, or other persons to whom the Equipment is entrusted by Customer; and
- (iii) loss or damage due to the mysterious or unexplained disappearance of Equipment, or caused by conversion by Customer, its employees or agents or other persons to whom the Equipment is entrusted by Customer.

In cases of theft, vandalism, arson or similar criminal acts causing loss or destruction to the Equipment, the Customer must pay to ASC the amount owed hereunder for damages to or loss of such Equipment (including, without limitation the Customer Liability Amount) and must also notify the police within ten (10) days of the loss and promptly provide ASC with a copy of the police report.

Accepted Damage	e Waiver	Declined Damage Waiver	
Insurance Requirements	Customer shall (or shall authorize ASC to provide)	at Customore sympass, and continue to full force and	_

Customer shall, (or shall authorize ASC to provide), at Customer's expense, and continue in full force and effect. during the entire term of this Rental Agreement, insurance against loss to the Equipment due to perils covered by all risk contractors equipment insurance for the full replacement value of the Equipment. Customer shall also provide (or authorize ASC to provide), at Customer's expense, and continue in force and effect during the entire term of this Rental Agreement, general liability and property damage insurance, the policy or policies to be standard form to be written in the state in which such unit will be registered. Said policy or policies shall be written with the limits of not less than \$500,000 for any one person for bodily injury or death; \$500,000 for any one accident for body injury or death; and \$500,000 for property damage. In the event Customer elects the damage waiver as set forth above, it shall not be required to provide ASC with proof of property insurance as set forth in this paragraph 3; provided, however, that Customer shall remain liable for any damage to the Equipment not covered by the damage waiver as set forth herein. The foregoing policies will be endorsed to waive any insurer rights of subrogation against ASC and will name ASC as an additional insured. Customer will provide certificates acceptable to ASC evidencing the foregoing insurance coverage prior to taking possession of the Equipment and evidencing that the same may not be canceled or modified without thirty (30) days; prior written notice to ASC.

Financing Statement. Customer authorizes ASC to file a financing statement with respect to the Equipment detailed herein. In addition, Customer agrees, upon demand, to execute any and all instruments and documents that may be reasonably necessary or desirable to protect ASC's Interest in the Equipment, and Customer will otherwise cooperate to defend the title of ASC by whatever means necessary.

Tier IV Equipment. Any usage of equipment with Tier 4 componentry requires strict adherence to the regeneration guidelines as noted in the Operator's Manual. Proper fuel type must also be utilized as noted in the Operator's Manual. By initialing below, customer acknowledges that failure to follow these procedures and guidelines will result in additional charges to the customer for repairs and or excessive maintenance. ASC will provide additional information about the procedures and guidelines upon request. Initial 5#

Failure to return rental property or equipment upon expiration of the rental period and/or failure to pay all amounts due (including costs for damage to Property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with state law. By signing and initialing in the spaces provided, Customer acknowledges receipt of the Equipment described above in good operating condition. Further, Customer agrees to all rental terms

and conditions shown on the front and reverse side of this Rental Agreement.	in good operating condition. I dittier, customer agrees to all ren
X Sham Islanck Customer Signature (Checked Out)	Date:///7/14/
ASC Construction Equipment USA (Checked In)	Date:

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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700 .
CONTACT	JOHN VAN PATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466

DATE			RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL R	ATES .	TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT	
DAY (8HRS.)	\$		NONE			
WEEK (44HRS.)	EK (44HRS.) \$		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN	
MONTH (176 HRS.)	HRS.) \$		\$10.00 PER HOUR UP TO 100 HOURS			
EXCESS HOURS BILLED AT	\$ 25.00			•		
RENTAL RATES ARE BASED ON	HOUR METER USAGE					
EQUIPMENT WILL BE USED AT B	ISMARCK DISTRICT OFF	ICE			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.	
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE	
614432	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000	

BILL TO INFORMATION									
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION								
	BISMARCK DISTRICT OFFICE								
ADDRESS	218 AIRPORT RD								
CITY	BISMARCK	STATE	NORTH DAKOTA	ZIP	58504				
CONTACT	GARY FEIST	PHONE NO	701-328-6952						

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.
- 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:
 - 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.

- 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 PRESID (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF		
NAME (TYPE OR PRINT): Kristin Parker	TITLE :	VP- Sales and Marketing
SIGNATURE:	DATE: 11/14/14	
LESSEE (Agency)		
APPROVED AS TO SUBSTANCE BY:		DATE:
AGENCY DIRECTOR SIGNATURE:		DATE:

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ACT'	Construction	n Equinmor	.1		C	ounty Use:	End Use:		
VP -	Construction Equipment USA, INC.		Customer No. 110363 Contract No.			it.			
	USA, INC.					stomer NDDOT Bismarck			
				NTAL	Ac	dress 608-E Boulevard Avenue		ripat	RD
Iranch 401 Bisma	pok	Salaa Ban (REEMENT		y Bismarck State ND		5-070 0 S	5504
lental Term: Fron		Sales Rep 0 4/30/15	sregor :	Schmidt	1	one: 701-328-4466	Fax:		
		-1100/ ₂ (0		+5		ip to: City Dickinson		Stark	State ND
UNIT RENTED: Make	T.	Model	Seri	al Number	R	ATE PER BILLING PERIOD). J		
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	1			<u> </u>	J	Purchase Option? You	es*	X No	
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(i)	damage to tires, to	ubes or wheels ca	aused b	y deflation of tires, or	blov	vout bruises, dents, cuts or othe	r causes resu	ulting from 1	he use of the
(ii)	damage caused b	y the negligence	or, other	misuse or abuse of t	he E	quipment or any use of the Equ	ipment in vio	lation of the	e provisions of
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	Accepted Damage	Waiver				Declined Damage Waiver	SH		
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norent. The lotegot	iu policies will be e	indorsed to waive	anv ins	HIPPE DOBTE OF CURRON	ation	Equipment not covered by the against ASC and will name AS	^ ~~ ~~ ~~!!		
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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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700
CONTACT	JOHN VAN PATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466

DATE			RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015
	RENTAL R	ATES .	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT
DAY (8HRS.)	\$		NONE		
WEEK (44HRS.)	\$		MINIMUM RENTAL AMOL	INT GUARANTEED BY LESSEE	METER READING IN
MONTH (176 HRS.)	\$		\$10.00 PEF	R HOUR UP TO 100 HOURS	
EXCESS HOURS BILLED AT	XCESS HOURS BILLED AT \$25.00				
RENTAL RATES ARE BASED ON	HOUR METER USAGE				
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT OFFICE					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE
614430	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000

	BILL TO INFORMATION					
NAME	NAME NORTH DAKOTA DEPARTMENT OF TRANSPORTATION					
	BISMARCK DISTRICT OFFICE					
ADDRESS	218 AIRPORT RD					
CITY	BISMARCK	STATE	NORTH DAKOTA	ZIP	58504	
CONTACT,	GARY FEIST	PHONE NO	701-328-6952			

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.

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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.

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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.
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TAXES:

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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:
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 - 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.

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- 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.

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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 PRESID (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF		
NAME (TYPE OR PRINT): Kristin Parker	TITLE :	VP- Sales and Marketing
SIGNATURE:	DATE: 11/14/14	
LESSEE (Agency)		
APPROVED AS TO SUBSTANCE BY:		DATE:
AGENCY DIRECTOR SIGNATURE:		DATE:

	Construction Equipment USA, INC.		C	County Use:		End Use:		
	Construct	iion Equipmer	ΙŢ		Customer No. 110363		363	Contract No.
	N USA, INC.				Customer NDDOT Bismarck			
			RENT	AL	Ad	Idress 608 E Boo	devard Avenue	218 Airport RD
			AGRE	EMENT	-	ty Bismarck	State ND	Zip 58505-0700- 58509
ranch 401 Bisi	marck	Sales Rep (Gregor Schi	midt	Pr	none: 701-328-4	466	Fax:
tental Term: From: 12/1/14 to: 4/30/15		SI	nip to: City Dick	kinson	County Stark State ND			
UNIT RENTE	D:				R	ATE PER BILL	ING PERIOD	
Make		Model	Serial N	lumber	7	ATE I ER DIEL	ING F LINOD	I
Volvo		L70	614430		-	THE BILLING		\$10/hour, up to 100 hours
Hour Meter:					4	4 WEEKS (28	DAYS)	\$25/hour, overage
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	IN	USED		┸			
Attachments: Tag #	: Make	Model	10			OTHER FE		
	Make	Model	30	erial Number	_	Freight Delive	ery	\$ ASC to deliver, N/C
			İ			Freight Return	n	\$ ASC to pickup, N/C
			· · · · · · · · · · · · · · · · · · ·		1	Total Freight (Charge	\$ N/C
						Damage Waiv	/er 13% of	\$
				· · · · · · · · · · · · · · · · · · ·	J	Purchase Opt	Rental Rate	es* X No
nsurance Valu	e \$190,000					*The terms of th	ne attached Pur	chase Option Rider are
1. Terms	s of Rental AS	C Construction Equip	ment LISA /	hominaftor "ACC	m 6.	incorporated he	rein by reference	ce. above (hereinafter "Equipment") to
damages with cceptance by C r any: (i) (ii) (iii) cases of theft, yed hereunder	damage to time Equipment damage cause this Agreement loss or damage ragents or o vandalism, arson for damages to on gents or o damages to on for damages to on the equipment of	ve Hundred Dollars (; quipment for which a amage waiver shall ness, tubes or wheels ced by the negligence at by Customer, its eige due to the mysteric ther persons to whore or similar criminal actrosors of such Equipment of such Equipment and actrosors of such Equipment of similar criminal actrosors of such Equipment of such Equipment and actrosors of such Equipment and actrosors.	damage war ot relieve the caused by de or other mis mployees or ous or unexp m to requipr cts causing I	Customer shall be iver is purchased a Customer from eflation of tires, or suse or abuse of agents, or other plained disappear is entrusted oss or destruction or without limital	e lia (the liabi r blo the pen ranc by (n to	ble for the first Twe "Customer Liabi lity for any loss of wout bruises, den Equipment or any sons to whom the e of Equipment, of Customer. The Equipment, it the Equipment, it	vo Thousand Fi lity Amount"). It r damage to the ats, cuts or othe vuse of the Equi Equipment is e or caused by co	y damage or loss to the Equipment ve Hundred Dollars (\$2500.00) Not withstanding the foregoing, e Equipment provided hereunder or causes resulting from the use of the support in violation of the provisions of entrusted by Customer; and inversion by Customer, its employees oust pay to ASC the amount and must also notify the police
ithin ten (10) da	Accepted Dan	promptly provide A	SC with a co	py of the police r	еро	rt.	nage Waiver	
. Insura			(or shall au	thorize ASC to n	rovi			continue in full force and effect
isurance for the ontinue in force tandard form to or any one personustomer elects aragraph 3; proverein. The foregustomer will providencing that the Financustomer agrees in the Equipperator's Manuallow these proces	full replacement and effect during be written in the son for bodily injury the damage waive vided, however, the coing policies will wide certificates are same may not ling Statement. , upon demand, to uipment, and Cus Equipment. al. Proper fuel typedures and guidely	value of the Equipme I the entire term of the state in which such un or death; \$500,000 or as set forth above, nat Customer shall re be endorsed to waive acceptable to ASC ev be canceled or modificationer authorize of execute any and al atomer will otherwise Any usage of equipm or must also be utilized.	ent. Customing Rental Aging is Rental Aging in the will be register any one; it shall not the main liable fee any insure ridencing the fied without the ASC to file it instruments cooperate to enter with Tieled as noted ditional charcing is Rental Insurance and the monte with Tieled as noted ditional charcing is Rental Aging Insurance and Insurance an	er shall also prover reement, general gistered. Said po accident for body be required to prover any damage to region insuration of the said of the sai	lide liab licy inju- orior eme that of A	(or authorize ASC oility and property or policies shall b iry or death; and \$ e ASC with proof e Equipment not or against ASC an coverage prior to written notice to A nt with respect to t may be reasona SC by whatever nual. By initialing nual. By initialing	c to provide), at damage insura the written with the \$500,000 for profit property insuccepted by the cold will name AS to taking possess ASC. The Equipment by necessary contents are to the regent the plant customs and the second th	contractors equipment Customer's expense, and ince, the policy or policies to be the limits of not less than \$500,000 operty damage. In the event urance as set forth in this damage waiver as set forth C as an additional insured. sion of the Equipment and t detailed herein. In addition, or desirable to protect ASC's ry. eneration guidelines as noted in the ter acknowledges that failure to tenance. ASC will provide
AGIOUNAI INIOIMIS	mon about the bit	occoures and guidelii	nes upon rec		tial	<#	***	
operty or equipi ovided, Custom	ental property or oment) are prima for acknowledges	acie evidence of inter receipt of the Equipr and reverse side of the	nt to defraud nent describ his Rental Aç	rental period and I, punishable in a led above in good greement.	d/or cco d op	rdance with state erating condition.	law. By signing Further, Custo	acluding costs for damage to g and initialing in the spaces omer agrees to all rental terms
Custome	er Signature (Checke	de For A	DOST	Da	te: _	11/17/	2014	
ASC Cor	nstruction Equipmen	t USA (Checked In)		Dat	te: _		· · · · · · · · · · · · · · · · · · ·	

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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700
CONTACT	JOHN VANPATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466

DATE		,	RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL F	ATES *	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT	
DAY (8HRS.)	. \$		NONE			
WEEK (44HRS.)	\$	s		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		
MONTH (176 HRS.)	\$		\$10.00 PER HOUR UP TO 100 HOURS			
EXCESS HOURS BILLED AT	\$ 25.	00				
RENTAL RATES ARE BASED	ON HOUR METER USAGE		:			
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT OFFICE					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.	
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION UN		UNIT VALUE	
614416	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000	

	BILL TO INFORMATION					
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION						
	BISMARCK DISTRICT OFFICE					
ADDRESS	218 AIRPORT RD					
CITY	BISMARCK	STATE	NORTH DAKOTA	ZIP	58504	
CONTACT	GARY FEIST	PHONE NO	701-328-6952			

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.
- 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.

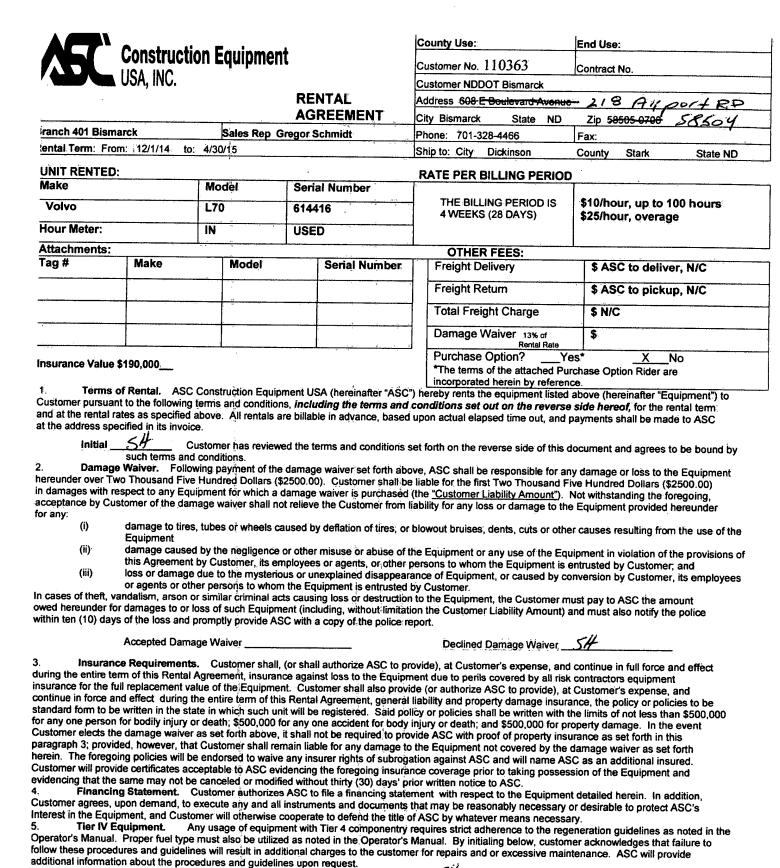
GOVERNING LAW AND VENUE:

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 (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF PO	E PRESIDENT, OR OTHER OWER OF ATTORNEY OR	AUTHORIZED CORPOF OTHER DOCUMENTAT	RATE OFFICER OR BID MAY BE REJECTED. ION SHOWING AUTHORITY TO SIGN.)
NAME (TYPE OR PRINT): Kristin Parker		TITLE :	VP- Sales and Marketing
SIGNATURE:	DATE:	11/14/14	
LESSEE (Agency)			
APPROVED AS TO SUBSTANCE BY:			DATE:
AGENCY DIRECTOR SIGNATURE:			DATE:



IMPORTANT NOTICE

Initial SH

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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700
CONTACT	JOHN VAN PATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466

DATE		RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL	RATES *	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT
DAY (8HRS.) \$		NONE			
WEEK (44HRS.) \$		MINIMUM RENTAL AMOI	JNT GUARANTEED BY LESSEE	METER READING IN	
MONTH (176 HRS.)	\$		\$10.00 PER HOUR UP TO 100 HOURS		
EXCESS HOURS BILLED AT	\$ 25 .	00			
RENTAL RATES ARE BASED	ON HOUR METER USAGE				
EQUIPMENT WILL BE USED A	T DICKINSON DISTRICT O	FFICE			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE
614428	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000

	•	BILL TO INFORMATION	ON			
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION					
	DICKINSON DISTRICT OFFICE					
ADDRESS	1700 3 RD AVE. N.					····
CITY	DICKINSON	STATE	NORTH DAKOTA	ZIP	58601	
CONTACT	AARON AUER	PHONE NO	701-227-6526			-

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:

ζ,

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:

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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.

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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:

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- 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.
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 - 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.

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LESSEE AGREES TO:

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EXTENDED RENTAL PERIOD:

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REQUEST FOR BID:

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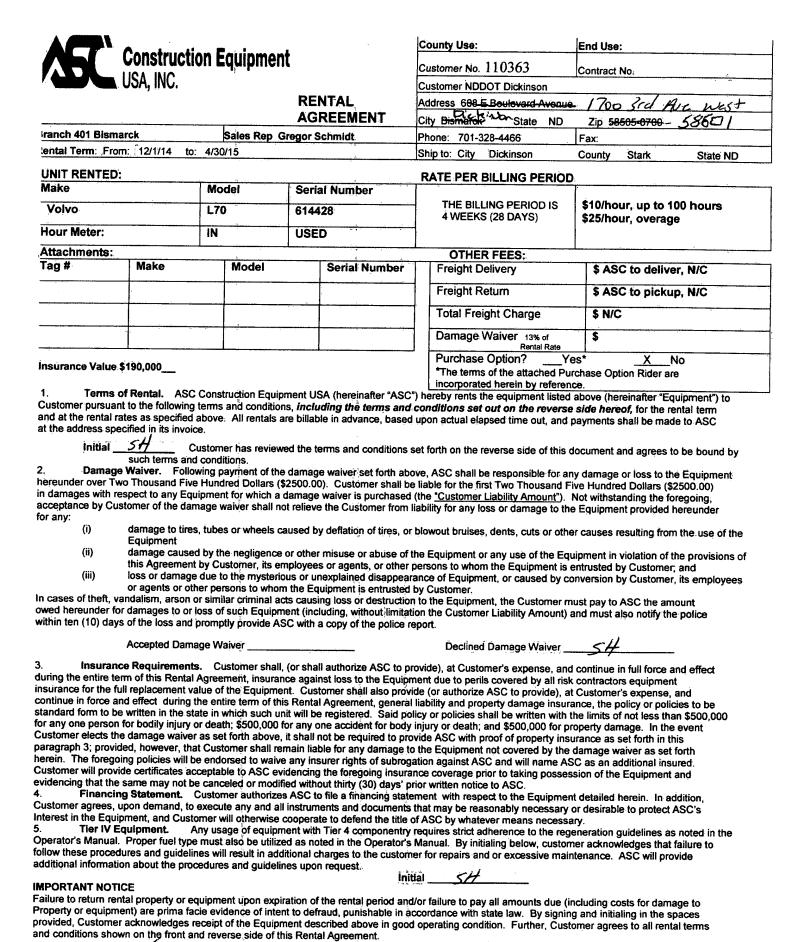
GOVERNING LAW AND VENUE:

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MERGER AND WAIVER:

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	; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. DF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)
NAME (TYPE OR PRINT): Kristin Parker	TITLE: VP - Sales & Marketing
SIGNATURE:	DATE: 11/14/14
LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE:
AGENCY DIRECTOR SIGNATURE :	DATE:



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)
	ASC CONSTRUCTION EQUIPMENT USA, INC.	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	750 YEGEN RD	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	BISMARCK, ND 58504	BISMARCK ND 58505-0700
CONTACT	JOHN VAN PATTON	VANESSA BROSTEN
PHONE NO	701-250-4882 JOHN.VANPATTON@ASCVOLVO.COM	701-328-4466

DATE		RENTAL TERM	BEGINS ON DECEMBER 1, 2014	ENDS ON APRIL 30, 2015	
	RENTAL	. RATES *	TRANSPORTATION CHA	RGES IF APPLICABLE	METER READING OUT
DAY (8HRS.) \$			NONE		
WEEK (44HRS.) \$		MINIMUM RENTAL AMO	UNT GUARANTEED BY LESSEE	METER READING IN	
MONTH (176 HRS.)	NTH (176 HRS.)		\$10.00 PER I	HOUR UP TO 100 HOURS	
EXCESS HOURS BILLED AT	\$ 25	.00			
RENTAL RATES ARE BASED	ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT DICKINSON DISTRICT OFFICE					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL		DESCRIPTION	UNIT VALUE
614429	VOLVO	L70G	AWD ARTICULA	TED WHEEL LOADER	190,000

BILL TO INFORMATION							
NAME	NAME NORTH DAKOTA DEPARTMENT OF TRANSPORTATION						
	DICKINSON DISTRICT OFFICE						
ADDRESS	1700 3 RD AVE. N.						
CITY	DICKINSON	STATE	NORTH DAKOTA	ΖΙΡ	58601		
CONTACT	AARON AUER	PHONE NO	701-227-6526				

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.
- 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 PRESI (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER C	IDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)
NAME (TYPE OR PRINT): Kristin Parker	TITLE: VP - Sales & Marketing
SIGNATURE:	DATE: 11/14/14
LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE:
AGENCY DIRECTOR SIGNATURE :	DATE:

	Construction Equipment USA, INC.				County Use: End		nd Use:		
	Construct	ion Equipir	ient		Ċ	ustomer No. 110363	Contra	ct No	
4	LUSA, INC.	·			Customer No. 110303 Contract No. Customer NDDOT Dickinson				
				NTAL REEMENT		ddress 008 E Boulevard Avenue		00 3rd 1 68505-0700 S	
ranch 401 Bi	smarck	Sales Re	p Gregor	Schmidt	-	hone: 701-328-4466	Fax:	<u> </u>	0601
ental Term:	From: 12/1/14 to	o: 4/30/15			_	hip to: City Dickinson	County	Stark	State ND
UNIT RENT	ÉD:	р	•	.*		RATE PER BILLING PERIOD			
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Hour Meter:	Hour Meter: IN		USE	ED.					
Attachment	s:					OTHER FEES:	<u> </u>		
Tag #	Make	Model		Serial Number	T	Freight Delivery	\$ A	SC to deliver	, N/C
				-1	7	Freight Return	\$ A	SC to pickup	, N/C
			<u> </u>			Total Freight Charge	\$ N.	/C	
						Damage Waiver 13% of Rental Rate	\$		
Insurance Val	ue \$190,000						chase O	X No).
2. Dam hereunder over in damages wit acceptance by for any: (i) (ii) (iii) In cases of thef owed hereunde	uant to the following all rates as specified specified in its invoiced specified in its invoiced specified in its invoiced specified in its invoiced such terms and age Waiver. Following the following following the following following the following specified in its invoiced specified specified in its invoiced specified specified in its invoiced specified s	g terms and cond l above. All rentrice. Customer has red d conditions, owing payment of e Hundred Dolla uipment for whice mage waiver sha s, tubes or whee ed by the neglige t by Customer, if e due to the mys her persons to wor similar criminal loss of such Equ	viewed the fifth the damage rs (\$2500.0 h a damage all not relieved the first caused by the first caused b	ple in advance; based terms and conditions are waiver set forth ab to consider the construction of the two waiver is purchased to the Customer from the construction of the construction of the construction of the construction o	set pove liable the per land by on to	the Equipment, the Customer m the Customer Liability Amount) a	side he coayments document y damag ve Hund Not withs a Equipment in causes sipment in entrusted inversion	t and agrees to be go or loss to the loss to loss to the loss tanding the forement provided he is resulting from the loss to l	tal term to ASC be bound by Equipment 500.00) going, reunder the use of the e provisions of and ts employees
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Custom	er Signature (Checker	<i>For NOI</i> d Out)	/0/	Da	te:	11/17/2014			

Date: _

ASC Construction Equipment USA (Checked In)

OP ID: JW



EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AND NOT CONSTITUT	MEND, EXTEND OR	ALTER THE
AGENCY PHONE (A/C, No, Ext): 701-258-2800	COMPANY			*
Vaaler Insurance/Bismarck PO Box 933	Great American Ins Prop & IM Division	urance Co		
Bismarck, ND 58502	6300 S Syracuse W	ov Suito 205		
Rollin C. Mehlhoff	Centennial, CO 801			*
FAX (A/C, No):701-258-2838				
CODE: SUB CODE:				
AGENCY CUSTOMER ID #: NDDE-07				
INSURED	LOAN NUMBER		POLICY NUMBER	
	BLKT		IMP118755911	
	EFFECTIVE DATE	EXPIRATION DAT	E	
ND Dept. of Transportation	07/01/14	07/01/15	CONTINUE	ED IF CHECKED
Financial Management Division	THIS REPLACES PRIOR EVID	<u></u>		
608 E Boulevard Ave	1			
Bismarck, ND 58505	<u>.l</u>			
PROPERTY INFORMATION				
LOCATION/DESCRIPTION				
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ACENCY PHONE 704 359 3900	COMPANY			
(A/C, No, Ext): 701-236-2000	Great American Insurance	ന ന		
Vaaler Insurance/Bismarck		Ce CO		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse Way, S	uite 295		
Rollin C. Mehlhoff	Centennial, CO 80111			
FAX (A/C, No):701-258-2838 E-MAIL ADDRESS:	-			
(A/C, No): / U1-230-2030 ADDRESS: CODE: SUB CODE:	_			
AGENCY CUSTOMER ID #: NDDE-07	-			
INSURED	LOAN NUMBER		POLICY NUMBER	
,	BLKT	l l	MP118755911	
		EXPIRATION DATE	110733311	
ND Dept. of Transportation			CONTINUE	
Financial Management Division	07/01/14	07/01/15	TERMINAT	ED IF CHECKED
608 E Boulevard Ave	THIS REPLACES PRIOR EVIDENCE D	DATED:		
Bismarck, ND 58505			***	·
PROPERTY INFORMATION				
LOCATION/DESCRIPTION				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERT	NY CONTRACT OR OTHER D	DOCUMENT WIT	TH RESPECT TO	WHICH THIS
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				11/19/2014
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AM NOT CONSTITUTE	END, EXTEND OR	ALTER THE
AGENCY PHONE (A/C, No, Ext): 701-258-2800	COMPANY			
Vaaler Insurance/Bismarck	Great American Insi	urance Co		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse Wa	av Suite 295		
Rollin C. Mehlhoff	Centennial, CO 8011			
•	Centennal, CO 001	• •		
FAX 704 050 0000 E-MAIL	┥			
FAX (A/C, No):701-258-2838 E-MAIL ADDRESS:				
CODE: SUB CODE:	_			
AGENCY CUSTOMER ID #: NDDE-07				
INSURED	LOAN NUMBER		POLICY NUMBER	
	BLKT		IMP118755911	
	EFFECTIVE DATE	EXPIRATION DATE	<u></u>	
ND Dept. of Transportation	i l		CONTINUE	
Financial Management Division	07/01/14	07/01/15	TERMINAT	ED IF CHECKED
608 E Boulevard Ave	THIS REPLACES PRIOR EVIDE	ENCE DATED:		
Bismarck, ND 58505				
PROPERTY INFORMATION LOCATION/DESCRIPTION				
LOCATION/DESCRIPTION				
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED 1	O THE INSURED NAME	D ABOVE FOR T	HE POLICY PERIC	D INDICATED.
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ADDITIONAL INTEREST NAMED E COVERAGE AFFORDED BY THE F ISSUING INSURER(S), AUTHORIZE	INSURANCE IS ISSUED AS A MAT BELOW. THIS EVIDENCE DOES NO POLICIES BELOW. THIS EVIDENCE D REPRESENTATIVE OR PRODUCER	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AME	ND, EXTEND OR	ALTER THE
AGENCY Vaaler Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C. Mehlhoff	_{xt):} 701-258-2800	COMPANY Great American Ins Prop & IM Division 6300 S Syracuse W Centennial, CO 801	ay, Suite 295		
FAX (A/C, No):701-258-2838 E-MAIL ADDRESS:					
(A/C, No): / U1-230-2030 ADDRESS:	SUB CODE:	-			
AGENCY CUSTOMER ID #: NDDE-07	SUB CODE:	-			
INSURED		LOAN NUMBER		POLICY NUMBER	
		BLKT		IMP118755911	
		EFFECTIVE DATE	EXPIRATION DATE		
ND Dept. of Transport		07/01/14	07/01/15	CONTINUE	D UNTIL ED IF CHECKED
Financial Managemen 608 E Boulevard Ave	t Division	THIS REPLACES PRIOR EVID	L		
Bismarck, ND 58505					
PROPERTY INFORMATION					
LOCATION/DESCRIPTION					
NOTWITHSTANDING ANY REQUIRE EVIDENCE OF PROPERTY INSURAN SUBJECT TO ALL THE TERMS, EXCL	TED BELOW HAVE BEEN ISSUED T MENT, TERM OR CONDITION OF AN CE MAY BE ISSUED OR MAY PERTAI USIONS AND CONDITIONS OF SUCH F	Y CONTRACT OR OTHIN, THE INSURANCE AF	HER DOCUMENT W	ITH RESPECT TO	WHICH THIS ED HEREIN IS
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REMARKS (Including Special Cond	itions)			<u></u>	
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	DESCRIBED POLICIES BE CANCEL H THE POLICY PROVISIONS.	LED BEFORE THE EX	XPIRATION DATE	THEREOF, NOTIC	CE WILL BE
ADDITIONAL INTEREST					
NAME AND ADDRESS Bobcat of Fargo	,	MORTGAGEE X LOSS PAYEE LOAN #	ADDITIONAL INSURE	ΞD	
3450 Main Ave Fargo, ND 58103		AUTHORIZED REPRESENTATION	•		





				11/10/2014
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AME NOT CONSTITUTE	END, EXTEND OF	R ALTER THE
AGENCY PHONE (A/C, No, Ext): 701-258-2800	COMPANY			
Vaaler Insurance/Bismarck	ḋGreat American Ins	urance Co		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse W	av. Suite 295		
Rollin C. Mehlhoff	Centennial, CO 801			
	Centennal, CO 301	• •		
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FAX (A/C, No):701-258-2838	_			
CODE: SUB CODE:				
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INSURED	LOAN NUMBER		POLICY NUMBER	
	BLKT		IMP118755911	
	EFFECTIVE DATE	EXPIRATION DATE	<u> </u>	
ND Dept. of Transportation			CONTINUE	ED UNTIL
Financial Management Division	07/01/14	07/01/15	TERMINAT	TED IF CHECKED
608 E Boulevard Ave	THIS REPLACES PRIOR EVID	ENCE DATED:		
Bismarck, ND 58505	1			
PROPERTY INFORMATION				
LOCATION/DESCRIPTION				
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COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Butler Machinery(Bismarck) Bob Kardonowy	MORTGAGEE X LOSS PAYEE LOAN # AUTHORIZED REPRESENTATION	XPIRATION DATE ADDITIONAL INSURE	\$600,000 \$3,000,000 THEREOF, NOTI	\$15,000
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OP ID: JW



EVIDENCE OF PROPERTY INSURANCE

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THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	OT AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY A	MEND, EXTEND OF	ALTER THE
AGENCY PHONE (AC, No, Ext): 701-258-2800	COMPANY			
Vaaler Insurance/Bismarck	Great American Ins	urance Co		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse W	av. Suite 295		
Rollin C. Mehlhoff	Centennial, CO 801			
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FAX (A/C, No):701-258-2838 E-MAIL ADDRESS:	-			
CODE: SUB CODE:	-			
	-			
AGENCY CUSTOMER ID #: NDDE-07 INSURED				
INSURED	LOAN NUMBER		POLICY NUMBER	
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COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		Al	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions)	LLED BEFORE THE E		\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	LLED BEFORE THE E.		\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL		XPIRATION DAT	\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST	MORTGAGEE		\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST	MORTGAGEE X LOSS PAYEE	XPIRATION DAT	\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS	MORTGAGEE	XPIRATION DAT	\$600,000 \$3,000,000	\$15,000
BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCED DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Bierschbach Equipment & Supply	MORTGAGEE X LOSS PAYEE	XPIRATION DAT	\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS	MORTGAGEE X LOSS PAYEE	XPIRATION DAT	\$600,000 \$3,000,000	\$15,000
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COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Bierschbach Equipment & Supply 4001 Main Ave	MORTGAGEE X LOSS PAYEE LOAN #	XPIRATION DAT	\$600,000 \$3,000,000	\$15,000

OP ID: JW



EVIDENCE OF PROPERTY INSURANCE

				17.10/2014
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AMI	END, EXTEND OR	ALTER THE
ACENCY PHONE 704 259 2000	COMPANY			
Vaaler Insurance/Bismarck	Great American Ins	urance Co		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse Wa	av. Suite 295		
Rollin C. Mehlhoff	Centennial, CO 801			
		,		
FAX (A/C, No):701-258-2838 E-MAIL ADDRESS:				
CODE: SUB CODE:	┥.			
AGENCY CUSTOMER ID #: NDDE-07	┥ ′			
CUSTOMER ID #: NDDE-U7 INSURED	LOAN NUMBER		POLICY NUMBER	
INSURED			1	
	BLKT	T	IMP118755911	
ND Dept. of Transportation	EFFECTIVE DATE	EXPIRATION DATE	CONTINUE	D UNTIL
Financial Management Division	07/01/14	07/01/15		ED IF CHECKED
608 E Boulevard Ave	THIS REPLACES PRIOR EVID	ENCE DATED:		
Bismarck, ND 58505				
PROPERTY INFORMATION Location/description				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTA	NY CONTRACT OR OTH IN, THE INSURANCE AF	HER DOCUMENT W FORDED BY THE F	VITH RESPECT TO POLICIES DESCRIE	WHICH THIS SED HEREIN IS
I_SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH	PULIUIES. LIMITA AMUM			
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH	POLICIES. LIMITS SHOW	THINK TIAVE BEET	TREDUCED BT FA	ID CLAIVIS.
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item	POLICIES. LIMITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss	POLICIES. LIMITS SHOW	1	UNT OF INSURANCE	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item	POLICIES. LIMITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	POLICIES. LIWITS SHOW	1	UNT OF INSURANCE ACV \$600,000	DEDUCTIBLE
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		AMO	\$600,000 \$3,000,000	DEDUCTIBLE \$15,000
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST	LLED BEFORE THE EX	KPIRATION DATE	UNT OF INSURANCE ACV \$600,000 \$3,000,000	DEDUCTIBLE \$15,000
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COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Swanston Equipment Companies PO Box 1963	LLED BEFORE THE EXAMPLE THE EX	XPIRATION DATE ADDITIONAL INSURE	UNT OF INSURANCE ACV \$600,000 \$3,000,000	DEDUCTIBLE \$15,000
COVERAGE INFORMATION COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Swanston Equipment Companies	MORTGAGEE X LOSS PAYEE LOAN #	KPIRATION DATE ADDITIONAL INSURI	UNT OF INSURANCE ACV \$600,000 \$3,000,000	DEDUCTIBLE \$15,000



THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR OF INSURANCE DOES	NEGATIVELY AME	END, EXTEND OR	ALTER THE
AGENCY PHONE (A/C, No, Ext): 701-258-2800 Vaaler Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C. Mehlhoff	COMPANY Great American Ins Prop & IM Division 6300 S Syracuse W Centennial, CO 801	ay, Suite 295		
FAX (A/C, No):701-258-2838				
AGENCY CUSTOMER ID #: NDDE-07 INSURED	LOAN NUMBER		POLICY NUMBER	
ND Dept. of Transportation	EFFECTIVE DATE 07/01/14	EXPIRATION DATE	CONTINUE	D UNTIL ED IF CHECKED
Financial Management Division 608 E Boulevard Ave Bismarck, ND 58505	THIS REPLACES PRIOR EVID			·
PROPERTY INFORMATION	1			
LOCATION/DESCRIPTION	•			-
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED T NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AI EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTA SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH	NY CONTRACT OR OTI IN, THE INSURANCE AF	HER DOCUMENT VIFORDED BY THE P	VITH RESPECT TO POLICIES DESCRIE) WHICH THIS BED HEREIN IS
COVERAGE INFORMATION	,		•	
COVERAGE / PERILS / FORMS		АМО	UNT OF INSURANCE	DEDUCTIBLE
BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks			\$600,000 \$3,000,000	\$15,000
REMARKS (Including Special Conditions)				
CANCELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	LED BEFORE THE E	XPIRATION DATE	THEREOF, NOTI	CE WILL BE
ADDITIONAL INTEREST				
NAME AND ADDRESS	MORTGAGEE X LOSS PAYEE LOAN #	ADDITIONAL INSUR	ED	<u>-</u>
Semi Trailer Sales & Leasing 4009 E.Divide Avenue Bismarck, ND 58501	AUTHORIZED REPRESENTAT			



THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	T AFFIRMATIVELY OR P OF INSURANCE DOES N	NEGATIVELY AME	ND, EXTEND OF	R ALTER THE
AGENCY PHONE (A/C, No, Ext): 701-258-2800	COMPANY	•		
Vaaler Insurance/Bismarck	਼ੀ Great American Insu	rance Co		
PO Box 933	Prop & IM Division			
Bismarck, ND 58502	6300 S Syracuse Wa	v Suite 295		
Rollin C. Mehlhoff	Centennial, CO 8011			
FAX (A/C, No):701-258-2838	-			
CODE: SUB CODE:	-			
AGENCY CUSTOMER ID #: NDDE-07	7			
INSURED	LOAN NUMBER		POLICY NUMBER	
	BLKT		IMP118755911	
	EFFECTIVE DATE	EXPIRATION DATE	1	
ND Dept. of Transportation			CONTINUE	
Financial Management Division	07/01/14	07/01/15	TERMINAT	ED IF CHECKED
608 E Boulevard Ave	THIS REPLACES PRIOR EVIDE	NCE DATED:		
Bismarck, ND 58505				
PROPERTY INFORMATION	.1			
LOCATION/DESCRIPTION				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED INSURANCE LISTED BELOW HAVE BEEN ISSUED IN THE POLICIES OF ANY RECURS OF				
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COVERAGE INFORMATION				
COVERAGE INFORMATION COVERAGE / PERILS / FORMS		AMO	UNT OF INSURANCE	DEDUCTIBLE
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COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss		АМО	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		АМО	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss		АМО	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks		АМО	ACV \$600,000	
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions)	LLED BEFORE THE EX		\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	LLED BEFORE THE EX		\$600,000 \$3,000,000	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST		PIRATION DATE	\$600,000 \$3,000,000 THEREOF, NOTI	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEDELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	MORTGAGEE X LOSS PAYEE		\$600,000 \$3,000,000 THEREOF, NOTI	\$15,000
COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS	MORTGAGEE	PIRATION DATE	\$600,000 \$3,000,000 THEREOF, NOTI	\$15,000
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COVERAGE / PERILS / FORMS BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS	MORTGAGEE X LOSS PAYEE	(PIRATION DATE ADDITIONAL INSUR	\$600,000 \$3,000,000 THEREOF, NOTI	\$15,000

ITB 975-34-14-050, Compact Loader Excavator Rentals

NDDOT District Location	Description	Vendor	Year & Make	Model	Serial Number	Value		From	To	# Mths
BISMARCK	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L60G	611311	\$ 175	00.000.90	175,000.00 12/01/14	04/30/15	5
BISMARCK	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L70G	614426	\$ 190	00.000,0	190,000.00 12/01/14	04/30/15	S
BISMARCK	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L70G	614432	\$ 190	00.000,0	190,000.00 12/01/14	04/30/15	
BISMARCK	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	1706	614430	\$ 190	00.000,0	190,000.00 12/01/14	04/30/15	Ŋ
BISMARCK	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L70G	614416	\$ 190	00.000,0	190,000.00 12/01/14	04/30/15	· w
Dickinson	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L70G	614428	\$ 190	00.000,0	190,000.00 12/01/14	04/30/15	5
Dickinson	AWD Articulated Wheel Loader	ASC Construction Equipment USA	Volvo	L70G	614429	\$. 190	00.000,0	190,000.00 12/01/14 04/30/15	04/30/15	5