## North Dakota Department of Transportation INVITATION TO BID

INVITATIO	
Bid Number: 975-34-17-050-02	Bid Opening Date & Time: 01/16/2018 02:00 PM
Items: Construction Equipment Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 05/01/2018 TO 04/30/2019	Date Prepared: 12/27/2017

## **BID RESPONSE**

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

## CONTRACT

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

Vendor Name	( Ver	ndor Address		
North Central Rental + Le	allow LLG PI	Box 955	9 Fargo ND SBIC	54
(hereinafter vendor). In consideration	of and for the acceptance	by the state of the	offer made by the vendor pursu	ant to
the bid response, the vendor agrees	and promises to sell. furnis	h. and deliver to the	state, at the time, places, and	prices
specified in the bid response, all goo				
bid response and for which the vend				
contract in accordance with the term				
regulations mentioned therein, and				
promulgated by the State Purchasing				
Management Appendix and Appendic	ses A and E of the Title VI	Assurances, attach	ed, are hereby incorporated int	o and
made a part of this agreement.				
The following must be completed b	y the vendor; failure to do s	so may result in the	rejection of the vendors bid prop	osal.
Vendor Name		· · · · ·	C	
North Central Rental	1 & Leasing LLC	Subsidiary	of Bitler Machiner	1 Commy
Mailing Address				
10 Lox 757	-			
Telephone Number	Fax Number	F	-mail Address	
701-250-1636	701-250-1610		oull Malard Chitleman	honory
Christenhulue OFC	)		, is n	, .
Name & Title (Type or Print)		To be signed by	Owner; Partner; Corp. Pres.,	Vice
11/1/			uthorized Corp. Officer or bid	
1410-			signed by other authorized (	
Signature			tach copy of Power of Attorne	
12.18			on showing authority to sign.)	
1-0-10				I
Date				
FOR ND DEPARTMENT OF TRANSP		cented by the state	according to provisions of awar	Ч
Authorized Signature	ORTANON DOL ONLI A	seepted by the state	Date	<u>.</u>
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- KUT AL	·····		3/1/18	
Recommended for approval	Date		Approximate contract amount	
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hanna han				
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	APPROVED as to exec	oution this		
NDDAP	1	00/8		
North Dakota Department of Transportation	_27 t'day of Apra/	_2010_		
	ATTORNEY GENE	HAL	CLA 7480 (Div. 50)	

ASST. A TOPNEY GENERAL

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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.

## $\textbf{BID IS:} \boxtimes \textbf{SEALED} \ \square \textbf{ NOT SEALED}$

Address the envelope containing your response in the following manner:

BID NUMBER - 975-34-17-050-02 BID OPENING DATE/TIME - January 16, 2018; 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 and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or <u>civilrights@nd.gov</u> or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <u>http://www.dot.nd.gov/forms/sfn60135.pdf</u>.

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. <u>Award.</u> 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: <u>http://www.nd.gov/spo/</u>

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</u> <u>irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement</u> <u>process must be addressed to the Procurement Officer referenced on the first page of this document not later than</u> <u>end of business January 5, 2018.</u> (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued <u>after this date</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. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

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

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

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

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

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

22. <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: <u>www.nd.gov/spo/vendor</u>. Contact the ND State Procurement Office at 701-328-2683 or <u>infospo@nd.gov</u> 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>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.

4. <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.

5. <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.

6. <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.

7. <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.

8. <u>Contract Term and Renewal Option</u>. The NDDOT will enter into a contract which will be effective **beginning** upon an acceptable delivery date to extend for a period of not more than twelve months. This contract is non-renewable.

## 9. Contract Termination.

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
  - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
  - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
  - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
  - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. <u>Contract Price Adjustment</u>. The Contract Unit Prices shall be firm for the twelve (12) months of the contract period.

11. <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.

12. <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.

13. <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.

14. <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.

15. <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.

16. <u>Specifications.</u> Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.

17. <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.

18. <u>Equipment Summary:</u> 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

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

12-27-17

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR RENTAL OF FOUR-WHEEL-DRIVE ARTICULATED WHEEL LOADERS AND DOZERS

The intent of this bid specification is to request pricing for the rental of four-wheel-drive articulated wheel loaders and dozers for general highway maintenance operations. The machines shall be new or used less than **400** hours and **be of the current make and model.** The contract rental period will be 12 months. 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 locations are shown below. The four-wheel-drive articulated wheel loaders and dozers depending on pricing. The department may not rent the four-wheel-drive articulated wheel loaders and dozers 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. Larger sized machines than minimum specifications may be bid or provided by vendor with prior approval from NDDOT, contact procurement officer with any questions. Award will be made based off of low price meeting minimum specifications.

Four-wheel-drive articulated wheel loaders and dozers are to be used for an estimated 100 engine hours during the rental period of 12 months per machine. Additional hours over 100 shall be invoiced at the quoted hourly rate. 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 four-wheel-drive articulated wheel loaders and dozers. Lessee will accept responsibility for any breakage due to negligence done by them. The machines will have normal wear and tear from general use when returned. The 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 the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the AWD loaders and dozers. 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.

NCRL

## AWD LOADER

# (Caterpillar 926M, John Deere 444K, Case 521F, Volvo L60G or Similar Equivalent, Larger model machines may be substituted with NDDOT approval)

As a minimum each four-wheel-drive articulated wheel loader shall be equipped with:

	COMPLY YES NO	COMMENTS
Minimum of 120 HP diesel engine, can be larger	$\checkmark$ —	
Full power shift with torque converter or hydrostatic	$\checkmark$ —	
Deluxe cab, ROPS, air conditioning/heat	<u> </u>	
Standard Instrumentation		
Hour meter, must only mark time when engine is running	<u>/</u>	
Suspension seat	<u> </u>	
Single joystick hydraulic controls	<u> </u>	
3 <sup>rd</sup> valve hydraulics plumbed to the front of the loader arms	<u> </u>	
Four wheel drive	$\checkmark$	
Limited slip differentials minimum, prefer differential lock	$\checkmark$	
20.5 x 25 tire size minimum (if cannot provide size, please submit questionnaire to procurement officer for alternate size approvals)	<u> </u>	
Hydraulic quick coupler with minimum of 2.5 yd. general purpose bucket with bolt on cutting edge installed on machine.	<u> </u>	
Engine heater, 120v	$\checkmark$ —	
Hydraulic tank heater, 120v - or low viscosity fluid for winter time use. Please indicate which in comments	$\checkmark$ _	
Back up alarm	$\checkmark$	
Headlights, warning and tail lights, manufacturers standard	<u> </u>	
Full factory warranty throughout the rental period	<u> </u>	

BIDDER NC

, , , The four-wheel-drive articulated wheel loader shall be delivered and training provided at the following locations:

Delivery by May 1<sup>st</sup> 2018 to April 30<sup>th</sup> 2019:

4 each Bismarck, ND

, <sup>1</sup>

- 1 each Valley City, ND
- 1 each Dickinson, ND
- 1 each Fargo, ND

## BIDDER'S PREFERRED DELIVERY DISTRICT(S)

DISTRICT	QTY	CONFIGURATION	BIDDER'S PREFERRENCE FOR DELIVERY (YES, NO, OR N/A)
BISMARCK	4	STANDARD	Yes
VALLEY CITY	1	STANDARD	
DICKINSON	1	STANDARD	Yes
FARGO	1	STANDARD	Yes

BIDDER PREFERS TO PROVIDE TO ALL DISTRICTS FOR ALL ITEMS? YES \_\_\_\_ NO \_\_\_\_

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

ITEM NO. 1 F	OUR-WHEEL-DRIVE A	RTICULATED	WHEEL LOA	DER	<u>7 EACH</u>
2	4		021	\$ 45	/HOUR*
YEAR/MAKE: 2016-	18 CATERFILLAR	MODEL:	926M		

## LGP Dozer (Large) (Caterpillar D6N, Case 1650M, Deere 750K or Similar equivalent)

As a minimum, each dozer unit shall be equipped with:

1° °

no a minimum, cach dozer unit onali be equipped with.		
	COMPLY YES NO	COMMENTS
150 HP approximate	<u> </u>	
36,000lb operating weight approximate	<u> </u>	
Deluxe cab, ROPS, air conditioning/heat	<u> </u>	
Standard Instrumentation	<u> </u>	
Hour meter, must only mark time when engine is running	<u> </u>	
Suspension seat	<u> </u>	
Engine heater, 120v	<u> </u>	
Hydraulic tank heater, 120v - or low viscosity fluid for winter time use. Please indicate which in comments	<u> </u>	
Low ground pressure track	$\checkmark$	
Power angle tilt dozer blade 13' width approximate	<u> </u>	
Headlights, warning and tail lights, manufacturers standard	<u> </u>	
Full warranty throughout the rental period	<u> </u>	

BIDDER NLRL

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The dozers shall be delivered and training provided at the following locations: Delivery by May  $1^{st}$  2018 to April  $30^{th}$  2019

- 1 each Devils Lake, ND
- 1 each Grand Forks, ND

## BIDDER'S PREFERRED DELIVERY DISTRICT(S)

DISTRICT	QTY	CONFIGURATION	BIDDER'S PREFERRENCE FOR DEL,IVERY (YES, NO, OR N/A)
DEVILS LAKE	1	STANDARD (LARGE)	Yes
GRAND FORKS	1	STANDARD (LARGE)	Yes

## BIDDER PREFERS TO PROVIDE TO ALL DISTRICTS FOR ALL ITEMS? YES \_\_\_\_ NO \_\_\_\_

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

ITEM NO. 2	LGP DOZER (LARGE SPEC U	NIT) 2	<u>EACH</u>
YEAR/MAKE: _	2015-18 Caterpillar MC	<u>\$190</u> DDEL: DGN	_/HOUR*

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JCRI

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

PRIMARY CONTACT NAME AND BUSINESS	LOCATION (Required)
PRIMARY CONTACT NAME	Malard
BUSINESS NAME: Butle Mach	incry Company
MAILING ADDRESS: PU B-x	757
CITY & STATE: Bismark ND	ZIP CODE: SBSOZ
PHONE NUMBER: 701-250-1636	TOLL FREE:
FAX NUMBER: 701-250 - 1610	EMAIL: Lowell Malard @ Dutle Meching . com
BISMARCK DISTRICT SERVICE FACILITY (II	ndicate 'Same as above' if applicable)
SERVICE CONTACT NAME DUST.	Alderin
BUSINESS NAME: Butler Mach	ing Compuny
SERVICE ADDRESS: 3630 M	Man & Auc.
CITY & STATE: Bismark NO	ZIP CODE: 5050
PHONE NUMBER: 701-250-163	
FAX NUMBER: 701-250-1612	EMAIL: Dusty Alderoin @ Dutter Maching
VALLEY CITY DISTRICT SERVICE FACILITY	_(Indicate 'Same as above' if applicable)
SERVICE CONTACT NAME Dalc	Ruge
BUSINESS NAME: Butles Me	iching Company
SERVICE ADDRESS: 3402 3	
CITY & STATE: Fargo NO	ZIP CODE: Stan 58104
PHONE NUMBER: 701-298-181	
FAX NUMBER: 701-2	EMAIL: Dale Ruge @ butler machinery . com
DEVILS LAKE DISTRICT SERVICE FACILITY	_(Indicate 'Same as above' if applicable)
SERVICE CONTACT NAME Star	Millor
BUSINESS NAME: 7910 HL	17 2 W K
SERVICE ADDRESS: 7 Butler M	Icching Company
CITY & STATE: Deul's Like 1	
PHONE NUMBER: 701-665-383	
FAX NUMBER: 701-665	EMAIL: Stre Miller & but Irmachy . con

à E

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

SERVICE CONTACT NAM	E Same as Vallay City
BUSINESS NAME:	
SERVICE ADDRESS:	
CITY & STATE:	ZIP CODE:
PHONE NUMBER:	TOLL FREE:
FAX NUMBER:	EMAIL:

BIDDER

NCRL

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#### **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 selfinsurance pool authorized to do business in the state of North Dakota, to include the following coverage:

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

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

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

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.

2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.

3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.

4) Failure to provide insurance as required in this agreement is a material breach of contract.

#### TAXES:

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is

45-70-0010K. the federal employer identification number is 45-6002432.

NCRL

BIDDER

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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.

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDE (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF	
NAME (TYPE OR PRINT):	TITLE :
SIGNATURE :	DATE :

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

## SAMPLE DOCUMENT

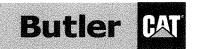
## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

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

## Pertinent Non-Discrimination Authorities:

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





**3630 Miriam Ave Bismarck, ND 58501** 701.223.0890 tel | 701.250.1610 fax

January 16th 2018

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

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

# **D6N** Track-Type Tractor





Engine			Engine (continued)		
Engine Model	Cat® C7.1	ACERTM	Net Power @ 1,800 rpm	an de Mainter en pris	
Emissions	U.S. EPA T EU Stage I Korea Tier		ISO 9249/SAE J1349 ISO 9249/SAE J1349 (DIN) Weights	124 kW	166 hp 168 hp
Engine Power (Maximum) @ 2,200 rpm			Operating Weight – XL	16 757 kg	36,943 lb
SAE J1995	136 kW	182 hp	Operating Weight – LGP	18 346 kg	40,446 lb
ISO 14396 ISO 14396 (DIN)	133 kW	178 hp 180 hp			

## **D6N Features**

## **Power and Efficiency**

Increased net horsepower, coupled with a new lock-up clutch torque converter, give you up to 10% more productivity\* in most applications. The new D6N also delivers a 10-15% improvement in fuel efficiency.\*

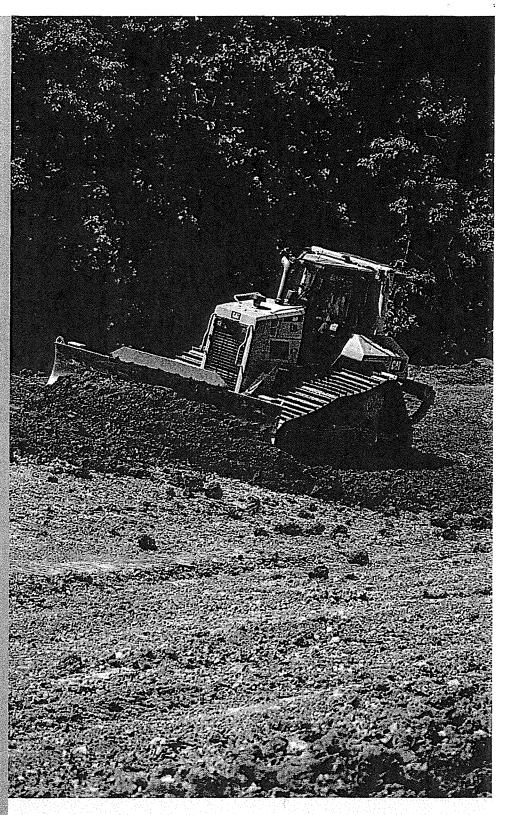
### **Cat Connect Technologies**

Standard Cat Slope Indicate, Cat Stable Blade and Standard GRADE for Dozers technologies like Cat GRADE with Slope Assist<sup>™</sup> help you get jobs done faster and more accurately. Optional GRADE technologies, like Cat GRADE with 3D and Cat AccuGrade™, allow you to choose features that match your job site needs for scalability, capability and budget.

### Ease of Operation

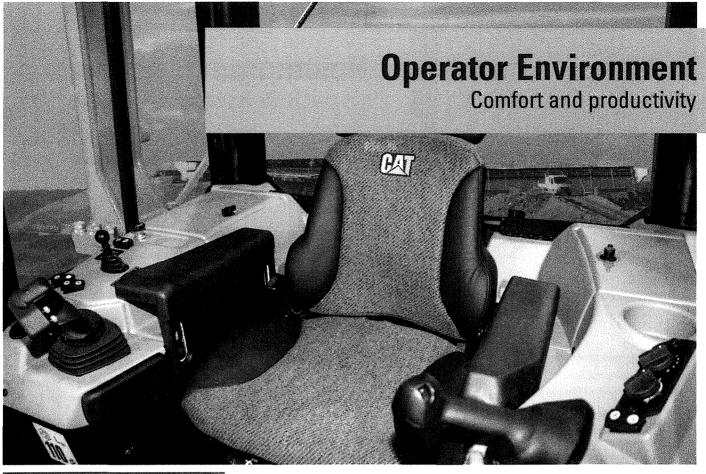
Programmable features like Enhanced Auto Shift, Bi-Directional Shift and Slope Assist help to significantly reduce operator effort. Enhanced cab features are designed to help operators work more comfortably and reduce fatigue.

\*Compared to the previous D6N model.



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Operator Environment	3
Power and Performance	4
Equipped for the Job	5
Cat Connect Technologies	3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Emissions Technology	Constant of the second second
Safety	
Sustainability	S
Sustaillability	
Serviceability and Customer Support	10
Special Arrangements	11
Specifications	12
Standard Equipment	
Optional Equipment	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
ohnougi Ednihmeneri	

The latest in the line of Cat D6N dozers combines well-known versatility with a range of technology features to give you more job site productivity than ever before. A new transmission with lock-up clutch torque converter delivers ease of operation, increased net power, plus a 10-15 percent improvement in fuel efficiency. The D6N has the weight and horsepower you want for dozing applications and the balance and stability you need for finish grading - all in one easyto-transport machine.





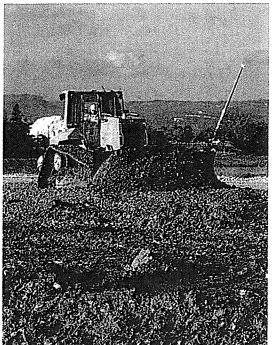




Roomier cab with a wider entry offers added comforts like a heated/ventilated seat option, manually adjustable armrests, larger cup holder and auxiliary power port. Smoother shifting and a quieter engine add to overall operator comfort. Modified cab seals and ducts help improve heating and air conditioning performance, and a redesigned cab/fresh air filter helps keep the cab cleaner. A color LCD display shows vital operating information, as well as Slope Indicate real-time machine mainfall and cross slope. A grade control display can be integrated right into the dash so data is available at a glance.

## **Implement and Steering Controls**

- Machine direction, forward/reverse shifting and gear selection are all combined into a single tiller control located on the left armrest.
- Standard Electro-hydraulic controls are designed for low effort. Operators have precise control of the blade and rear attachments, as well as the functions of a 6-way VPAT blade.
- A variable throttle control dial lets you use preset engine speeds, or select Enhanced Auto Shift modes.
- Bi-directional shift allows you to automatically select the desired forward/reverse speeds or a custom setting.
- Selectable Electro-Hydraulic Maps set the implement response levels fine, medium, coarse to match operator preferences and tailor the machine to individual applications.
   Implement Lock-Out prevents inadvertent operation of hydraulic attachments.



## Engine

A Cat C7.1 ACERT engine gives you the power and reliability you need. Improved fuel economy over the previous model and efficient use of Diesel Exhaust Fluid (DEF) gives you excellent overall fluid efficiency.

## **Cooling System**

A single plane design makes cleanout easier, and durable aluminum bar plate construction gives you superior heat transfer and corrosion resistance. A swing-out door provides easy access for cleanout.

In cooler conditions, an improved variable speed demand fan slows down to conserve power, save fuel and reduce sound levels.

An optional manually reversing fan is available for high debris conditions, and an optional sand blast grid can help protect the radiator from abrasive materials and debris.

# **Power and Performance** Designed to get the job done

## **Lock-Up Clutch**

Transmission controls will automatically select the drive mode best suited to your application, providing increased productivity and efficiency.\* The new transmission with a lock-up clutch torque converter gives you the performance of direct drive with the ease of operation of power shift.

## **Enhanced Auto Shift**

Standard Enhanced Auto Shift helps you save fuel by automatically upshifting/downshifting to maintain the most efficient gear based on load. Three different settings – 3-speed, 6-speed and fine adjustment mode – allow you to optimize tractor performance to match material and job site conditions.

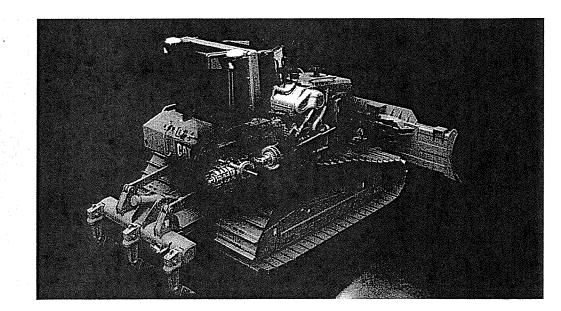
## **Differential Steering**

Differential Steering maintains full power to both tracks for best-in-class turning, even with a full blade load. When one track speeds up, the other slows down an equal amount, so you have better maneuverability and faster cycle times. Load capacity, power and speed control are also better when working in soft conditions.

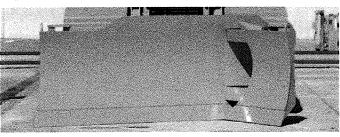
## **Load Sensing Hydraulics**

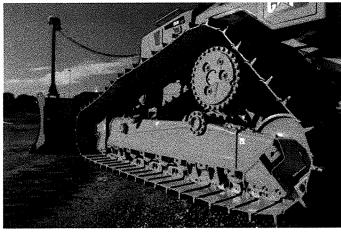
Field-proven system senses the load and continuously adjusts hydraulic power to your blade to maximize efficiency.

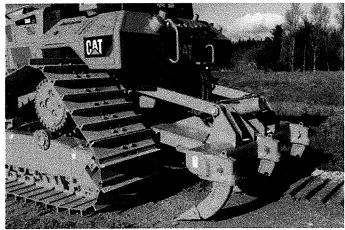
\*Compared to the previous D6N model.











# Equipped for the Job Optimize your machine

## Undercarriage

Elevated sprocket helps protect major components from harsh impacts and provides a modular design for convenient service.

Choose Heavy Duty undercarriage for aggressive applications like land clearing, side-slopes or rocky terrain. Or, choose SystemOne™ undercarriage that is designed to work and wear as a system for longer life and lower costs in abrasive or low/moderate impact applications. A broad choice of track shoe designs and widths help you further optimize your machine for performance and longer life.

## Blades

Semi-Universal and Straight blades are designed with a strong box section to stand up to the most severe applications. Heavy moldboard construction, hardened bolt-on cutting edges and end bits add strength and durability.

The Variable Pitch Angle Tilt (VPAT) blade allows you to hydraulically adjust lift, angle and tilt for precise results. The VPAT blade is wider to take on a variety of applications so you can use your D6N for spreading material, finish grading, side casting, V-ditching and backfilling. An optional folding VPAT blade is available to reduce overall machine width to more easily meet transport requirements.

## **Rear Implements**

To help you match your D6N to the task at hand, you can outfit your D6N with a multi-shank ripper, winch or drawbar.

Ask your Cat dealer for available options to help you optimize your machine for the work you do.

# **Cat Connect Technologies**

Monitor, manage and enhance job site operations



Cat Connect makes smart use of technology and services to improve your job site efficiency. Using the data from technology equipped machines, you'll get more information and insight into your equipment and operations than ever before.

Cat Connect services are also available from your dealership including:



Equipment Management - increase uptime and reduce operating costs.



Productivity - monitor production and manage job site efficiency.



PRODUCTIVITY

Safety - enhance job site awareness to keep your people and equipment safe.

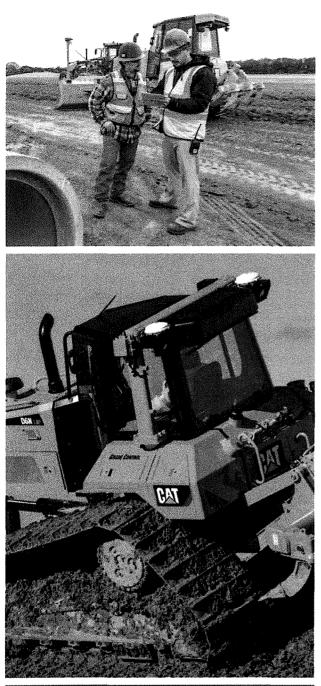


## **LINK Technologies**

LINK technologies provide wireless capability to machines enabling two-way transfer of information collected by on-board sensors, control modules, and other Cat Connect technologies using off-board apps, such as our VisionLink® software.

## Product Link<sup>™</sup>/VisionLink

Product Link takes the guesswork out of equipment management. Track location, hours, fuel usage, productivity, idle time, and diagnostic codes through the online VisionLink interface. Manage your fleet in real time so you can maximize efficiency, improve productivity, and lower operating costs.





# R

## **GRADE** for Dozers

Cat Connect GRADE technologies help you hit target grade faster and more accurately. Finish jobs in fewer passes, and with less operator effort, saving you time and helping you increase profit.

**Cat GRADE with Slope Assist (m)** helps operators by automatically maintaining pre-established blade position. The system saves time, increases finish quality and reduces operator input. Experienced operators can work more productively and less experienced operators can achieve better quality results more quickly.

**Cat Slope Indicate** (**■**) displays machine cross-slope and fore/aft orientation on the primary monitor, helping operators work more accurately on slopes.

**Cat Stable Blade (■)** complements the operator's blade-control input for attaining finish grades quicker with less effort.

**Cat GRADE with 3D** (●) is a factory integrated grade control system that enables operators to improve grading efficiency, accuracy, and productivity in both production dozing and fine-grading applications. The integrated design positions antennas on the cab roof, eliminating conventional blade-mounted masts and related cables. The AccuGrade Ready Option (ARO) is part of the package for added versatility, and AutoCarry<sup>™</sup> is included to further boost productivity.

**Cat AccuGrade** (•) is a dealer-installed aftermarket grade-control system that provides increased grading versatility and the ability to scale capacity to changing needs, providing a choice of lasers for 2D flat-plane and slope work, Global Navigation Satellite System (GNSS) control for complex 3D cuts and contours, and/or systems using a Universal Total Station (UTS) for fine and finish grading.

AccuGrade Ready Option (ARO) (•) allows you to easily install or upgrade to AccuGrade 2D and 3D grade-control systems to add versatility and resale value to your machine.

(■) = Standard (●) = Optional

# **Emissions Technology**

Proven, integrated solutions

Emissions reduction technology on the D6N is designed to be transparent, with no action required from the operator. Low temperature regeneration runs automatically in the background while you work.

## **Aftertreatment Technologies**

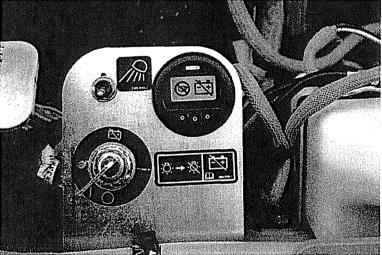
To meet the additional 80 percent reduction in NO<sub>X</sub> emissions required by Tier 4 Final/Stage IV emission standards, Caterpillar engineers added Selective Catalytic Reduction (SCR) to the already proven aftertreatment solution.

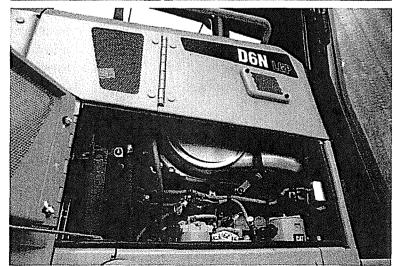
## **Diesel Exhaust Fluid**

Selective Catalytic Reduction utilizes Diesel Exhaust Fluid (DEF), which can be conveniently refilled when you refuel. The DEF fill nozzle is located next to the fuel tank, with easy access via a rear step. A tone will sound (with key on), when the tank is nearly full and a gauge on the dash shows your fluid level. The system is designed to use one tank of DEF for each tank of fuel (1:1 DEF fill ratio). The D6N typically has used DEF at a rate of 2-3 percent of fuel consumption.

When the machine is turned off, a pump will automatically purge the DEF lines to help prevent freezing. A symbol on the dash and a light/symbol on the Ground Level Service Center indicate when the purge is complete and that it is safe to turn off the electrical disconnect. If the engine/ aftertreatment temperatures are high, a Delayed Engine Shutdown will activate automatically to cool the machine and then purge the lines. For complete aftertreatment information, please refer to your machine's Operation and Maintenance Manual.







# **Safety** Designed with protection in mind

- Optional rear vision camera enhances visibility behind the machine and is integrated into dash display.\*
- Added grab handles on the door help you get on and off the tractor with greater ease.
- Well-appointed cab with good visibility helps operators stay focused and aware.
- A standard Operator Presence detection system allows the machine to idle when the operator is not seated, but locks out the power train and front and rear implements to avoid unintentional movement.
- New seat belt indicator enhances safety by reminding the operator to buckle up with a light/alarm. Once the machine is in gear, a fault code will register through Product Link if the operator fails to fasten the seat belt.

\*Please consult your Cat dealer for availability.

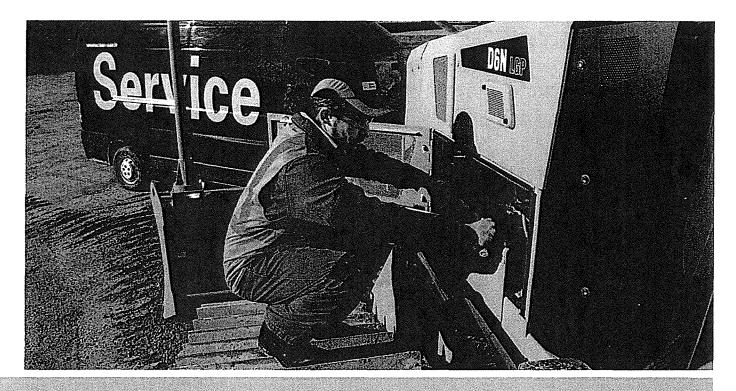




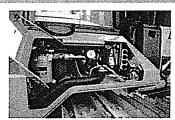
## **Sustainability** Thinking generations ahead

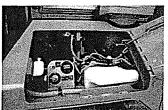
- Fuel efficiency is improved by 10-15% compared to the previous model.
- Fuel savings reduces CO<sub>2</sub> production by an average of approximately 2.6 metric tonnes per year.
- Meets Tier 4 Final/Stage IV emission standards.
- Typical Diesel Exhaust Fluid (DEF) use of 2-3 percent of fuel consumption gives you excellent overall fluid efficiency.
- Major components are built to be rebuilt, eliminating waste and saving you money by giving your dozer a second – and even third – life.

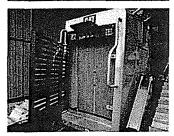
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# Serviceability and Customer Support When uptime counts









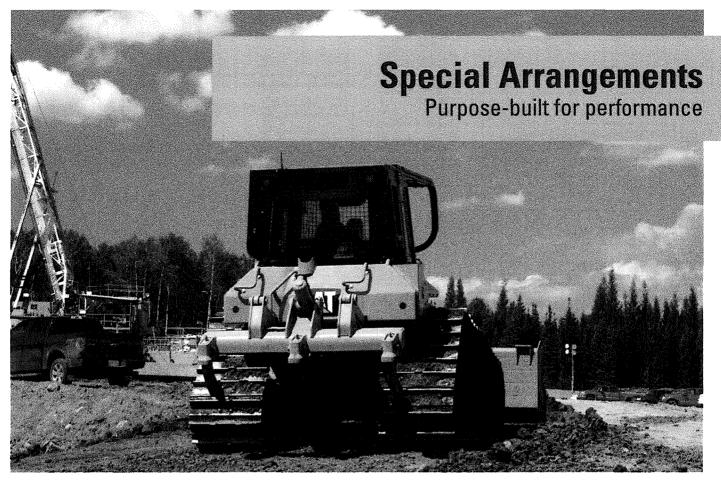
## **Ease of Service**

The D6N is designed to help you get routine service done quickly and efficiently so you can get to work.

A two piece engine enclosure door, flip latches and a panel you can remove without tools gives you easy access to service points. Grease points are grouped and located in the engine compartment as well, so they are protected but still allow you to get to them quickly. The radiator door is hinged for easy cleanout access.

Electrical disconnect, hour meter and the remote lighting access switch are accessible from ground level on the left side of the machine. Hydraulic service points are grouped on the right side of the machine. And for quick undercarriage cleanouts, a new lockable shovel mounting bracket has been added to the back of the machine.

An automatic hydraulic valve lash eliminates the need for manual adjustment, saving you time and money on engine maintenance.



## **D6N WH Waste Handler**

- Specialized guarding, striker bars and seals help protect the machine from impact and airborne debris.
- Bottom and final drive guarding help prevent debris from wrapping around or damaging vital components.
- The cooling system is designed for high debris environments, with easy access for cleanout.
- Specialized air handling features help deliver cleaner air to the machine.
- Landfill blades and center-hole track shoes help you optimize your waste handler for the job.

## **D6N Forestry Arrangement**

- Optional sweeps help protect the cab, top and sides of the machine.
- Screens give added impact protection to cab windows (ISO 8084).
- Additional guarding helps protect the underside of the machine from stumps and other heavy debris.
- The cooling system is designed for high debris environments, with easy access for cleanout.

cnyme		
Engine Model	Cat C7.1 A	CERT
Emissions	Tier 4 Fina Korea Tier	ll/Stage IV/ 4 Final
Engine Power (Maximum) @ 2,200 r	pm	
SAE J1995	136 kW	182 hp
ISO 14396	133 kW	178 hp
ISO 14396 (DIN)		180 hp
Net Power @ 1,800 rpm		
ISO 9249/SAE J1349	124 kW	166 hp
ISO 9249/SAE J1349 (DIN)		168 hp
Bore	105 mm	4.1 in
Stroke	135 mm	5.3 in
Displacement	7.1 L	433 in <sup>3</sup>

Engino

• Net power advertised is the power available at the engine flywheel when the engine is equipped with the air cleaner, muffler, alternator, cooling fan at maximum speed.

- No derating required up to 3000 m (9,840 ft) altitude, beyond 3000 m (9,840 ft) automatic derating occurs.
- All non-road Tier 4 Interim and Final, Stage IIIB and IV, and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS<sup>™</sup> or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.

## Service Refill Capacities

Fuel Tank	277 L	73.2 gal
DEF Tank	19 L	5 gal
Cooling System	40 L	10.6 gal
Engine Crankcase	17 L	4.5 gal
Power Train	160 L	42.3 gal
Roller Frames XL/LGP (each)	20/17.5 L	4.3/4.6 gal
Final Drives (each)	7 L	1.8 gal
Hydraulic Tank	29.5 L	7.8 gal

## **Hydraulic Controls – Pressures**

Maximum Implement	25 100 kPa	3,640 psi
Operating Pressure		-
Maximum Steering	45 200 kPa	6,556 psi
Operating Pressure		_

## Hydraulic Controls – Pump

Pump Output		*******
Implement	127 L/min	33.5 gal/min
Steering	137 L/min	36.2 gal/min
Lift Cylinder Flow	127 L/min	33.5 gal/min
Tilt Cylinder Flow	90 L/min	23.8 gal/min
Ripper Cylinder Flow	127 L/min	33.5 gal/min
Angle Cylinder Flow - VPAT	127 L/min	33.5 gal/min

### Weights

Operating Weight		
XL	16 757 kg	36,943 lb
LGP	18 346 kg	40,446 lb
XL Fine Grading	17 310 kg	38,162 lb
XL Waste Handler	18 515 kg	40,818 lb
LGP Waste Handler	20 298 kg	44,749 lb
Shipping Weight		
XL	16 399 kg	36,153 lb
LGP	17 844 kg	39,339 lb
XL Fine Grading	16 952 kg	37,373 lb
XL Waste Handler	18 157 kg	40,029 lb
LGP Waste Handler	19 796 kg	43,642 lb
XL VPAT Blade	1062 kg	2,341 lb
LGP VPAT Blade	1234 kg	2,720 lb
XL VPAT Foldable	1253 kg	2,762 lb
LGP VPAT Foldable	1491 kg	3,287 lb
XL SU Blade	2600 kg	5,732 lb
XL VPAT Landfill	1321 kg	2,912 lb
LGP VPAT Landfill	1436 kg	3,166 lb
Multi-shank Ripper (with 3 shanks)	1342 kg	2,959 lb

• Operating Weight: Includes EROPS, A/C, lights, VPAT dozer, transmission, drawbar, engine enclosure, 3-valve hydraulics, 100% fuel, and Cat Comfort Series Air Suspension Seat and operator.

• Shipping Weight: Includes EROPS, A/C, lights, VPAT dozer, transmission, drawbar, engine enclosure, 3-valve hydraulics, 5% fuel, and Cat Comfort Series Air Suspension Seat.

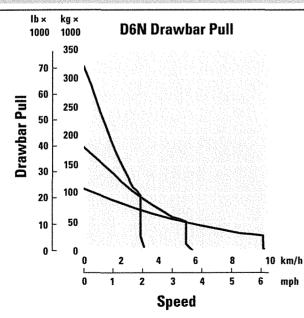
## **D6N Track-Type Tractor Specifications**

Undercarriage

Transmission		
0.5 Forward	2.5 km/h (2.4 km/h)	1.6 mph (1.5 mph)
0.7 Forward	2.8 km/h (2.7 km/h)	1.7 mph (1.6 mph)
1.0 Forward	3.3 km/h (3.0 km/h)	2.1 mph (1.9 mph)
1.5 Forward	4.4 km/h	2.7 mph
1.7 Forward	4.9 km/h	3.0 mph
2.0 Forward	5.8 km/h	3.6 mph
2.5 Forward	7.5 km/h	4.7 mph
2.7 Forward	8.3 km/h	5.2 mph
3.0 Forward	9.8 km/h	6.1 mph
0.5 Reverse	3.1 km/h (2.9 km/h)	1.9 mph (1.8 mph)
0.7 Reverse	3.4 km/h (3.1 km/h)	2.1 mph (1.9 mph)
1.0 Reverse	4.1 km/h (3.5 km/h)	2.5 mph (2.2 mph)
1.5 Reverse	5.4 km/h	3.4 mph
1.7 Reverse	6.0 km/h	3.7 mph
2.0 Reverse	7.1 km/h	4.4 mph
2.5 Reverse	9.5 km/h	5.9 mph
2.7 Reverse	10.5 km/h	6.5 mph
3.0 Reverse	12.2 km/h	7.6 mph
Maximum Drawbar Pull		
1.0 Forward	320 kN	71,939 lbf
2.0 Forward	198 kN	44,512 lbf
3.0 Forward	113 kN	25,403 lbf

• Data between brackets are values for EU.

## **Drawbar Pull**



Unucicalitaye		
Shoe Width		Maria and a second s
XL	610 mm	24.0 in
LGP	840 mm	33.1 in
XL – Fine Grading	610 mm	24.0 in
Shoes/Side		And and a second se
XL	40	
LGP	46	
XL – Fine Grading	46	
Grouser Height		
XL	66 mm	2.6 in
LGP	57 mm	2.2 in
XL – Fine Grading	66 mm	2.6 in
Track Gauge		
XL	1890 mm	74.4 in
LGP	2160 mm	85.0 in
XL – Fine Grading	1890 mm	74.4 in
Track on Ground		
XL	2605 mm	102.6 in
LGP	3110 mm	122.4 in
XL – Fine Grading	3110 mm	122.4 in
Ground Contact Area*		
XL	3.56 m <sup>2</sup>	5,518 in <sup>2</sup>
LGP	5.76 m <sup>2</sup>	8,928 in <sup>2</sup>
XL – Fine Grading	4.18 m <sup>2</sup>	6,479 in <sup>2</sup>
Ground Pressure*		
XL	46.1 kPa	6.7 psi
LGP	31.2 kPa	4.5 psi
XL – Fine Grading	40.3 kPa	5.8 psi
Track Rollers/Side		
XL	7	
LGP	8	
XL – Fine Grading	8	
*100 1/754		

\*ISO 16754

• All dimensions above with SystemOne undercarriage.

Blades		
Capacity		
XL VPAT	3.3 m <sup>3</sup>	4.3 yd <sup>3</sup>
XL SU	4.3 m <sup>3</sup>	5.6 yd3
LGP VPAT	3.9 m <sup>3</sup>	5.1 yd <sup>3</sup>
LGP VPAT - Foldable	3.9 m <sup>3</sup>	5.1 yd <sup>3</sup>
Width		
XL VPAT	3272 mm	10.75 ft
XL SU	3154 mm	10.33 ft
LGP VPAT	4080 mm	13.42 ft
LGP VPAT – Foldable	4080 mm	13.42 ft

Ripper		
Туре	Fixed Paralle	elogram
Pocket Spacing	1000 mm	3 ft 3.4 in
Shank Gauge	2 m	6 ft 7 in
Shank Section	73 mm × 176 mm	2.9 in × 6.9 in
Number of Pockets	3	
Overall Beam Width	2202 mm	86.7 in
Beam Cross Section	216 mm × 254 mm	8.5 in × 10.0 in
Maximum Clearance, Raised (Shank Tip)	622 mm	24.5 in
Maximum Penetration Force		
XL	51.6 kN	11,600 lbf
LGP	43 kN	9,667 lbf
Maximum Pryout Force		
XL	211.2 kN	47,480 lbf
LGP	170 kN	38,217 lbf
Maximum Penetration		
XL	514 mm	20.2 in
LGP	398 mm	15.6 in
Each Additional Shank	78 kg	172 lb
Weight with Three Shanks	1562 kg	3,444 lb

mm nm nm nm nm nm	2,814 lb 19.55 gal 45.1 in 38.4 in 10 in 12.4 in 19.8 in 288 ft 9 in
mm nm nm nm nm nm	19.55 gal 45.1 in 38.4 in 10 in 12.4 in 19.8 in
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nm nm nanical	12.4 in 19.8 in
nm nanical	19.8 in
nanical	
nanical	288 ft 9 in
ric	
nm	38.4 in
m	0.875 in
	2.13 in ×
m	2.63 in
9 kg*	69,200 lb*
m/min	141 ft/min
4 kg*	44,410 lb*
	217 ft/min
	m 9 kg* m/min 4 kg*

\*Weight: Includes pump, operator controls, oil, mounting brackets and spacers.

• Slow and standard speed winches are available.

## Standards

## **ROPS/FOPS**

- ROPS (Rollover Protective Structure) offered by Caterpillar for the machine meets ROPS criteria ISO 3471:2008.
- FOPS (Falling Object Protective Structure) meets ISO 3449-2005 Level II.

#### Brakes

· Brakes meet the standard ISO 10265:2008.

## Sound and Vibration – Cab

Sound Level Information

- The operator Equivalent Sound Pressure Level (Leq) is 81.5 dB(A) when "ANSI/SAE J1166 FEB2008" is used to measure the value for an enclosed cab. The measurement was conducted at 100% of the maximum engine cooling fan speed. This is a work cycle sound exposure level. The cab was properly installed and maintained. The test was conducted with the cab doors and the cab windows closed.
- Hearing protection may be needed when the machine is operated with an open operator station for extended periods or in a noisy environment. Hearing protection may be needed when the machine is operated with a cab that is not properly maintained, or when the doors and windows are open for extended periods or in a noisy environment.
- The average exterior sound pressure level is 85.5 dB(A) when the "SAE J88 FEB2006 – Constant Speed Moving Test" procedure is used to measure the value for the standard machine. The measurement was conducted under the following conditions: distance of 15 m (49.2 ft) and "the machine moving forward in an intermediate gear ratio."

Sound Level Information for Machines in European Union Countries and in Countries that Adopt the "EU Directives." The information below applies to only the machine configurations that have the "CE" mark on the Product Identification Plate.

• The declared dynamic operator sound pressure level is 76 dB(A) when "ISO 6396:2008" is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds. The cab was properly installed and maintained. The measurement was conducted with the cab doors and the cab windows closed.

NOTE: This dynamic operator sound pressure level is associated to a 2 dB(A) uncertainty.

• If equipped, the certification label -110 dB(A) – is used to verify the environmental sound certification of the machine to the requirements of the European Union. The value that is listed on the label indicates the guaranteed exterior sound power level (L<sub>WA</sub>) at the time of manufacture for the conditions that are specified in "2000/14/EC." Your machine may have a different value.

## Sustainability – Sound and Vibration Levels

Sound Levels	
Average Exterior Sound Pressure Level	
SAE J88:2006	85.5 dB(A)
Maximum Sound Power Level	
2000/14/EC	110 dB(A)
Dynamic Operator Sound Pressure Level (LpA)	
ISO 6396:2008	76 dB(A)
Vibration Levels	
Maximum Hand/Arm*	
ISO 5349:2001	2.5 m/s2
Maximum Whole Body*	
ISO/TR25398:2006	0.5 m/s2
Seat Transmissibility Factor	
ISO 7096:2000 – spectral class EM6	<0.7

\*Values are for an experienced operator in a dozing application, consult the Operating and Maintenance Manual for further details.

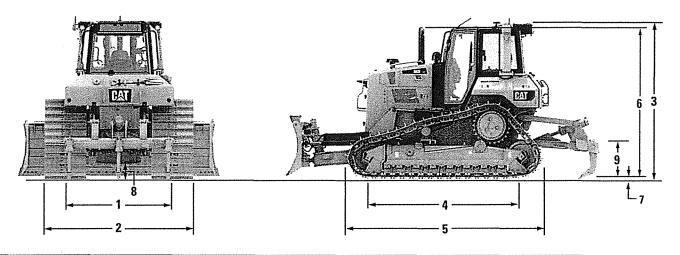
## **Air Conditioning System**

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg of refrigerant which has a  $CO_2$  equivalent of 2.288 metric tonnes.

# **D6N Track-Type Tractor Specifications**

## Dimensions

All dimensions are approximate.



	XL		LC	LGP		XL Fine Grading	
1 Track gauge	1890 mm	74.4 in	2160 mm	85.0 in	1890 mm	74.4 in	
2 Width of tractor with the following attachments					<u></u>	····	
Standard shoes without blade	2500 mm	98.4 in	3000 mm	118.0 in	2500 mm	98.4 in	
Standard shoes with VPAT blade fully angled	2965 mm	116.7 in	3699 mm	145.6 in	2965 mm	116.7 in	
Standard shoes with VPAT blade angled and folded (foldable blade only)	2545 mm	100.0 in	3000 mm	118.0 in	2545 mm	100.0 in	
3 Machine height – ROPS cab:							
Height of machine with EROPS (from tip of grouser)	3108 mm	122.4 in	3222 mm	126.9 in	3222 mm	126.9 in	
Height of machine with EROPS and GRADE with 3D	3136 mm	123.5 in	3251 mm	128.0 in	3251 mm	128.0 in	
Height of machine with EROPS and sweeps	3179 mm	125.2 in	3293 mm	129.6 in	3293 mm	129.6 in	
Height of machine from ground face of shoe	3051 mm	120.1 in	3165 mm	124.6 in	3165 mm	124.6 in	
4 Length of track on ground	2605 mm	102.6 in	3110 mm	122.4 in	3110 mm	122.4 in	
5 Length of basic tractor (with drawbar)	3995 mm	157.3 in	4222 mm	166.2 in	4222 mm	166.2 in	
With the following attachments, add to basic tractor length:							
Ripper (with tip at ground line)	957 mm	37.7 in	957 mm	37.7 in	957 mm	37.7 in	
PA55 winch	330 mm	13.0 in	330 mm	13.0 in	330 mm	13.0 in	
VPAT blades, straight	1105 mm	43.5 in	1236 mm	48.7 in	1236 mm	48.7 in	
VPAT blade, angled 25°	1535 mm	60.4 in	2078 mm	81.8 in	1878 mm	73.9 in	
VPAT blade, foldable, angled 31°			2241 mm	88.2 in			
SU blade	1185 mm	46.7 in					
6 Height over stack from tip of grouser	3006 mm	118.3 in	3109 mm	122.4 in	3108 mm	122.4 in	
7 Height of grouser	66 mm	2.6 in	57 mm	2.2 in	57 mm	2.2 in	
8 Ground clearance from ground face of shoe (per SAE J1234)	364 mm	14.3 in	477 mm	18.8 in	477 mm	18.8 in	
9 Drawbar height (grouser tip to center of clevis)							
From ground face of shoe	623 mm	24.5 in	727 mm	28.6 in	727 mm	28.6 in	

## **D6N Standard Equipment**

## **Standard Equipment**

Standard equipment may vary. Consult your Cat dealer for details.

## **POWER TRAIN**

- C7.1 Cat ACERT Diesel Engine
- Tier 4 Final/Stage IV/Korea Tier 4 Final Certified Engine with Aftertreatment (DPF and SCR)
- Diesel Exhaust Fluid
- Single Poly-Vee Belt with Auto Belt Tensioner
- Glowplug Starting Aid
- 3000 Meter Altitude Operation Capability without De-Rating
- Engine Driven, Viscous Clutch Fan (variable controlled fan speed)
- Aluminum Bar Plate Cooling Systems (radiator, power train, aftercooler, differential steering)
- Air Cleaner, Integrated Precleaner with Dust Ejector
- Electrical Lift/Priming Pump
- 3 Speed Planetary, Powershift Transmission with Lock-Up Clutch Torque Converter
- Enhanced Auto Shift (EAS)
- Infinite Ground Speed Adjustment (GSA)
- Shift Management
- -Automatic Directional and Downshift
- Controlled Throttle, Load Compensated
- Programmable/Selectable Bi-Directional Shifting
- Differential Steering
- Engine Idle Shutdown
- Auto Engine Speed Control
- Extended Life Coolant

## UNDERCARRIAGE

- · Heavy Duty Undercarriage
- Center Tread Idler
- Lifetime Lubricated Track Rollers (7 XL and 8 LGP) and Idlers
- Carrier Rollers
- Tracks 40 Section 610 mm (24 in)
- Extreme Service for XL
- Tracks 46 Section 840 mm (33 in)
- Moderate Service for LGP
- Hydraulic Track Adjusters
- Center Track Guiding Guard (LGP only)

## HYDRAULICS

- Three Valve-Hydraulics for VPAT Dozer
- Load Sensing Hydraulics

## ELECTRICAL

- Horn
- Back-up Alarm
- 12V Converter, 10A
- Diagnostic Connector
- 950 CCA Class 31 Batteries
- Integrated Lights (four front, two rear)
- 105 AMP HD Brushless Alternator 24 Volt
- 24V Electric Starter
- Ground Level Service Center with Remote Electrical Disconnect, Hour Meter and Remote Light Switch

## **OPERATOR ENVIRONMENT**

- ROPS/FOPS Cab
- Integrated A/C with Automatic Temperature Control
- Seat, Air Suspension, Cloth for Cab
- Seat Belt, Retractable 76 mm (3 in)
- Adjustable Armrests
- Foot Rests for Slope Work
- Color Graphic 7 in (178 mm) Display
- Power Train Control Module (Throttle Dial, Electronic, Enhanced Auto Shift [EAS] Control and Shift Management Dial)
- Electronic Engine Air Cleaner Service Indicator
- Electronic Water-In-Fuel Sensor Service Indicator
- Electro-Hydraulic Implement and Differential Steering Controls
- One 12V Power Ports
- Intermittent Wiper
- 12V Radio Ready (Plug and Play)
- Storage Compartment
- Cup Holder
- Coat Hook
- Rearview Mirror
- Glove Box

## **TECHNOLOGY PRODUCTS**

- Cat GRADE with Slope Assist
- Cat Slope Indicate
- Cat Stable Blade
- Product Link

#### **OTHER STANDARD EQUIPMENT**

- Shovel Fastener
- CD ROM Parts Book
- C-Frame, Cylinders (VPAT) and Lines
- Extended Service Intervals (500 hours engine, 1,000 hours power train)
- Guards, Hinged Bottom
- Ecology Drains (engine oil, engine coolant, power train case, hydraulic)
- Adjustable Pitch Link (VPAT)
- Engine Enclosures, Perforated
- Scheduled Oil Sampling Ports
- Centralized Remote Mounted Pressure Taps
- Front Pull Device
- Hinged Radiator Louvered Grill
- Lockable Engine Enclosures

## **Optional Equipment**

Optional equipment may vary. Consult your Cat dealer for details.

## **POWER TRAIN**

• Precleaner, Turbine with Screen

### UNDERCARRIAGE

- XL SystemOne
- XL Heavy Duty
- XL Heavy Duty with Double Flange
- XL SystemOne Fine Grading
- XL Heavy Duty Fine Grading
- LGP SystemOne
- LGP Heavy Duty
- LGP Heavy Duty with Double Flange
- LGP Super LGP
- XL Heavy Duty Waste
- LGP Heavy Duty Waste

#### TRACKS

- Track Pairs, XL, SystemOne (40 sections)
- -610 mm (24 in), Extreme Service
- 560 mm (22 in), Extreme Service - 610 mm (24 in), Moderate Service
- (46 sections)
- Track Pairs, XL, Heavy Duty (40 sections)
- -600 mm (24 in), Extreme Service -600 mm (24 in), Moderate Service
- (46 sections) -600 mm (24 in) Extreme Service, Center Hole
- Track Pairs, LGP, SystemOne (46 sections)
- -840 mm (33 in), Moderate Service
- -840 mm (33 in), Extreme Service
- -860 mm (34 in), Extreme Service
- Track Pairs, LGP, Heavy Duty (46 sections)
- -600 mm (24 in), Extreme Service
- -840 mm (33 in), Extreme Service
- -840 mm (33 in), Extreme Service, Center Hole
- -860 mm (34 in), Extreme Service
- Track Pairs, Super LGP, Heavy Duty (52 sections)
- -1067 mm (42 in), HD Self Cleaning
- -1067 mm (42 in), HD Double Grouser

### TRACK GUIDING GUARDS

- XL, SystemOne
- -Guard Guiding, Center
- -Guard Guiding, Front and Rear
- -Guard Guiding, Full
- XL, Heavy Duty
- -Guard Guiding, Center
- -Guard Guiding, Extreme Service, Full
- LGP, SystemOne
- -Guard Guiding, Center
- -Guard Guiding, Front and Rear
- -Guard Guiding, Full
- · LGP, Heavy Duty
- -Guard Guiding, Center
- -Guard Guiding, Extreme Service, Full

#### **REAR CONTROL PACKAGES**

- Ripper Ready Package
- · Winch Ready Package
- Dual Control Package (SU, VPAT, Super LGP)

## FAN AND COOLING

- Radiator, Trash Resistant
- Direct Drive Fan, Reversible
- Direct Drive Fan with Hydraulically Reversible Blades

#### WEATHER PACKAGES AND BATTERIES

- · Battery, Standard, Package
- Battery, Heavy Duty, Package
- · Cold Weather, 120V, Package

### **TECHNOLOGY PRODUCTS**

- · Cat AccuGrade
- · Cat Grade with 3D
- ARO Installation
- No ARO Installation
- Product Link
- Product Link, Satellite PLE 631
- Product Link, Cellular PLE 641
- -No Product Link

#### **FUEL SYSTEMS**

- · Fuel Tank, Standard
- Fuel Tank, Fast Fill and Refill Ready

#### **GUARDS**

- Guard Packages
- -Guard, VPAT, Standard, Package
- -Guard, VPAT, Heavy Duty, Package
- -Guard, SU, Heavy Duty, Package
- -Guard, Rear, Standard
- -Guard, Rear, Heavy Duty
- -No Guard

#### **REAR ATTACHMENTS**

- · Ripper, Teeth Straight, Package
- Ripper, Teeth Curved, Package
- PA55 Winch, Standard Speed Package
- PA55 Winch, Slow Speed, Package
- Drawbar
- · Rear Box with Striker Bar
- No Rear Attachment

#### **REAR HYDRAULICS**

- PTO Filter, No Winch
- PTO Filter, Winch

Continued on next page

# **D6N Optional Equipment**

# **Optional Equipment (Continued)**

Optional equipment may vary. Consult your Cat dealer for details.

# **BULLDOZER PACKAGES**

- Bulldozer, VPAT XL, STD Package
- Bulldozer, VPAT LGP, STD Package
- Bulldozer, VPAT XL, HD Package
- Bulldozer, VPAT, LGP, HD Package
- Bulldozer, VPAT XL, GRADE with 3D
- Bulldozer, VPAT, LGP, GRADE with 3D
- Bulldozer, SU XL Package
- Bulldozer Super LGP

# BLADES

- Blade, ARO XL, VPAT
- Blade, ARO LGP, VPAT
- Blade, ARO XL Foldable, VPAT
- Blade, ARO LGP Foldable, VPAT
- Blade, Landfill (XL or LGP)
- Blade, Super LGP
- Blade, SU XL
- No Blade

# LIGHTS

- Lights
- Forestry Lights
- GRADE with 3D Lights

# **OPERATOR ENVIRONMENT**

- Cab Packages
  - -Standard with Air Suspension Seat
  - -Cab Comfort Package with Air
  - Suspension/Heated/Ventilated Seat
  - -Cab Comfort Package Heavy Duty
- Camera Arrangement
- Radio, AM/FM/AUX/USB/Bluetooth<sup>™</sup>

### **HYDRAULIC OIL**

• Hydraulic Oil, Biodegradable

#### STARTERS, BATTERIES, AND ALTERNATORS

- · Electrical Insulated Breather
- · Beacon, Rotating

### **GUARDS – CAB PROTECTION**

- · Cab, Protection Package
- Screen, Rear
- Screen, Grill Front
- Grid, Sandblast
- · Guard, Rear, Drawbar and Winch Ready

# **FLUIDS**

• Antifreeze, (-37° C/-34.6° F)

# **OTHER ATTACHMENTS**

- Winch Options
- -Fairlead, 3 Rollers
- -Fairlead, 4 Rollers

# **MAINTENANCE AND RELATED ATTACHMENTS**

- Shovel Holder
- Refilling Fuel Pump
- Oil Change System, High Speed

#### SPECIAL ARRANGEMENTS

- Forestry Package (XL or LGP)
- Waste Handler (XL or LGP)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEH07486-01 (04-2017) Replaces AEH07486 (AmN, AUS/NZ, Eur, Korea, Turkey)



# EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	North Central Rental & Leasing, LLC	N.D. Department of Transportation
ADDRESS	PO Box 757	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Bismarck, ND 58502	Bismarck, ND 58505-0700
CONTACT	Lowell Malard.	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-250-1636 lowellmalard@butlermachinery.com	701-328-4466

DATE : A	oril 18, 2018	RENTAL BEGINS ON TERM May 1, 2018	ends on April 30, 2019
DAY (8HRS.)	RENTAL RATES	TRANSPORTATION CHARGES IF APPLICABLE	METER READING OUT
WEEK (44HRS.) MONTH (176 HRS.)	\$ <u>0.00</u> \$ <u>0.00</u>	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE	METER READING IN
HOURS BILLED AT \$ <u>190.00 / hour</u> • RENTAL RATES ARE BASED ON HOUR METER USAGE		\$190.00 per unit per hour minimum usage 100 hours	
EQUIPMENT WILL BE	USED AT DEVILS LAKE DISTR	ICT	LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE MODEL	DESCRIPTION	UNIT VALUE
РВА02520	Caterpillar D6N LGP	Low Ground Pressure Dozer	\$245,000

	BI	L TO INFORMATION			
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPOR	RTATION			
	DEVILS LAKE DISTRICT OFFICE				
ADDRESS	316 6 <sup>TH</sup> ST SE	<b></b>			
CITY	DEVILS LAKE	STATE	N.D.	ZIP	58301-3628
CONTACT	MIKE PIKE, MAINTENANCE SUPT.	PHONE NO	701-665-5106		

# TERMS AND CONDITIONS

# AGREEMENT:

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

# AMENDMENTS:

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

# TRANSPORTATION CHARGES:

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

### **OPERATION OF EQUIPMENT:**

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

#### **REPAIRS:**

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

#### WARRANTY:

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

# ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

#### LIABILITY:

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

#### INSURANCE:

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

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

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

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

1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.

2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.

3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the

coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.

4) Failure to provide insurance as required in this agreement is a material breach of contract.

#### TAXES:

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

#### **INSPECTION:**

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

#### **TERMINATION:**

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

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

1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.

2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

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

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

1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or

2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

#### LESSEE AGREES TO:

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

#### PURCHASE ORDER:

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

#### **RENTAL PAYMENTS:**

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

#### LATE PAYMENTS:

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

#### **EXTENDED RENTAL PERIOD:**

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

#### **REQUEST FOR BID:**

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

#### **GOVERNING LAW AND VENUE:**

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

#### **MERGER AND WAIVER:**

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

	SIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)
NAME (TYPE OR PRINT):	TITLE : CFO
	DATE: 4-24-18
LESSEE (Agency) APPROVED AS TO SUBSTANCE BY :	DATE :
Mo Visce	4-27-18
AGENCY DIRECTOR SIGNATURE	DATE: 3/1/18

APPROVED as to execution this
27" day of Apr. 1 20 15
ATTORNEY GENERAL
By Corpecial ASST ATTOFNEY GENERAL

D

# EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	North Central Rental & Leasing, LLC	N.D. Department of Transportation
ADDRESS	PO Box 757	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Bismarck, ND 58502	Bismarck, ND 58505-0700
CONTACT	Lowell Malard	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-250-1636 lowellmalard@butlermachinery.com	701-328-4466

DATE :	April 18, 2018	RENTAL BEGINS ON TERM May 1, 2018	емдз ом April 30, 2019
DAY (8HRS.) WEEK (44HRS.)	RENTAL RATES \$ <u>0.00</u> \$ <u>0.00</u>	TRANSPORTATION CHARGES IF APPLICABLE None	METER READING OUT
MONTH (176 HRS.) HOURS BILLED AT * RENTAL RATES ARE BASED (	\$ <u>0.00</u> \$ <u>190.00 / hour</u> DN HOUR METER USAGE	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$190.00 per unit per hour	METER READING IN
EQUIPMENT WILL BE	E USED AT GRAND FORKS D	ISTRICT Minimum usage of 100 Hours	LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE MODEL	DESCRIPTION	UNIT VALUE
РВА02823	Caterpillar D6N LGP	Low Ground Pressure Dozer	\$273,100

	B	LL TO INFORMATION		
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPO	RTATION		
	GRAND FORKS DISTRICT OFFICE			
ADDRESS	1951 N WASHINGTON, PO BOX 13077			
CITY	GRAND FORKS	STATE N.D.	ZIP 58208	
CONTACT	DALE BRIEDENBACH, MAINTENANCE SUPT.	PHONE NO 701-787-6	508	

# 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:**

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	CFO	
SIGNATURE : 11 A TOPHILLER		
11417	4-24-18	

APPROVED AS TO SUBSTANCE BY :	DATE :
VIThe lise 1	4-27-18
AGENCY DIRECTOR SIGNATURE	DATE:
for the Fild The	5/1/18

心》PSOVED as to execution this \_274 day of\_ Apri ATTORNEY GENERAL By. CIAL ASST. A

PHUBER  $\land COR$ DATE (MM/DD/YYYY) EVIDENCE OF PROPERTY INSURANCE 4/26/2018 THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No, Ext): (701) 258-2800 AGENCY COMPANY Great American Insurance Company Vaaler Insurance Inc Property & Inland Marine Division PO Box 933 Bismarck, ND 58504 6300 S Syracuse Way STE 295 Centennial, CO 80111 E-MAIL ADDRESS: vaalergf@vaaler.com FAX (A/C, No): (701) 258-2838 CODE SUB CODE: AGENCY CUSTOMER ID #: NDOFFIC-03 ND Department of Transportation LOAN NUMBER POLICY NUMBER INSURED ND Department of Transportation IMP1187559 608 East Blvd EFFECTIVE DATE EXPIRATION DATE Bismarck, ND 58505 CONTINUED UNTIL TERMINATED IF CHECKED 7/1/2017 7/1/2018 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. SPECIAL COVERAGE INFORMATION PERILS INSURED BASIC BROAD COVERAGE / PERILS / FORMS AMOUNT OF INSURANCE DEDUCTIBLE Contractors Equipment (ND Highway Patrol & ND Dept of Transportation) \$7.311.165 15.000

Special Floater (\$18,097,641) + Underground Equipment (\$29,555)	\$18,127,196	5,000
Contractors Equipment Lease/Rent/Borrow F/Others - (ND DOT & ND Highway Patrol)	\$3,000,000	15,000
Spec Fitr/Lease/Rent/Borrow F/Others - ND Game & Fish	\$6,713	5,000
Spec Fitr/Lease/Rent/Borrow F/Others-All Other Depts (\$350,000 max any one item lease/rent/borrowed)	\$700,000	5,000
Contractors Equipment - Auto Physical Damage- ND DOT & ND State Hospital	\$25,680,028	25,000
Contractors Equipment - Auto Physical Damage- All Other Departments	\$1,687,284	7,500
		1

**REMARKS (Including Special Conditions)** 

Special Conditions: Reference attached spreadsheet for specific equipment information

# CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE O DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE
ADDITIONAL INTEREST	
NAME AND ADDRESS	ADDITIONAL INSURED LENDER'S LOSS PAYABLE X LOSS PAYEE MORTGAGEE LOAN #
North Central Rental & Leasing LLC PO Box 757 Bismarck ND 58502	AUTHORIZED REPRESENTATIVE Rocking Michell 88

ACORD 27 (2016/03)

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NO	DIST	LOC	DESC	VEND	MAKE	MODEL	RENT F/	RENT T/	MTHS	MINHRS	RATE	EA	TOTAL	S#	VALUE
1	63	DEVILS LAKE	DOZER	NC R&L	CATERPILLAR	D6NLGP	5/1/18	4/30/19	12	100	190.	HR	19000	PBA02520	\$245000
2	66	GRAND FORKS	DOZER	NC R&L	CATERPILLAR	D6NLGP	5/1/18	4/30/19	12	100	190.	HR	19000	PBA02823	273,100
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