

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50132075

Bid Number: 975-08-13-050	Bid Opening Date & Time: 11/21/2013 02:00 PM
Items: Tractors, Agricultural, Rental	Buyer: Marilyn Langehaug
Bid Mailing Address: Rm. 222, 608 East Blvd. Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 05/01/2014 TO 04/30/2015	Date Prepared: 11/04/2013

BID RESPONSE

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

CONTRACT

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

Vendor Name <u>Northern Plains Equipment Co., Inc.</u>	Vendor Address <u>2933 Twin City Drive Mandan ND</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <u>Northern Plains Equipment Co., Inc.</u>		
Mailing Address <u>PO Box 804 Mandan ND 58554</u>		
Telephone Number <u>701-663-9864</u>	Fax Number <u>701-663-9493</u>	E-mail Address <u>marc@northornplainequipment.com</u>

Marc J. Taylor, Owner
Name & Title (Type or Print)

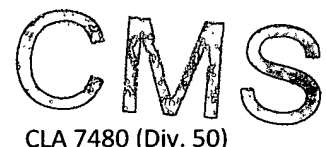
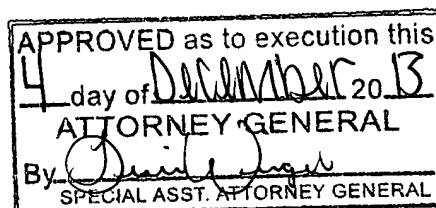
Marc J. Taylor
Signature

11/5/2013
Date

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

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

Authorized Signature <u>Grant Levi</u>	Date <u>12/5/13</u>
Recommended for approval <u>[Signature]</u>	Date <u>12-4-13</u>
Approximate contract amount <u>\$ 143.50</u>	



MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 975-08-13-050
BID OPENING DATE/TIME - November 21, 2013; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

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

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

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

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

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

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

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

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

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

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

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business November 12, 2013. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

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

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

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

After award of contract:

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

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

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

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

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

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an **effective date beginning May 1, 2014 and ending November 30, 2014, for the tractors without a loader and from May 1, 2014 through April 30, 2015 for the tractors with loaders.** Tractors may not be retained by the NDDOT for the entire rental period. **No contract shall exceed a period of one year.**

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

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

9. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Delivery.** NDDOT requests delivery of the units **not later than MAY 1, 2014.** If rental equipment is not available within the specified time, the bidder must indicate the approximate date delivery can be expected on the bid document. Dealer is responsible for delivery to and pick up from the receiving NDDOT district(s).

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CHECKLIST

HAVE YOU REMEMBERED TO?

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

11/4/13

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR**

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. The tractors shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be approximately 6 months. Tractors shall be delivered not later than May 1st of 2014 and returned by November 30th 2014. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

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

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

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

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

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

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

As a minimum, each unit shall be equipped with:

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

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

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

BIDDER Northern Plains Equipment

11/4/13

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

The intent of this bid specification is to request pricing for the rental of an Ag Tractor with loader for road side mowing and winter maintenance operations which includes loading salt/sand in our trucks and blowing snow with a 3-pt snow blower. The tractor with loader shall be new or used less than 150 hours and be of the current model year. The rental period will be for approximately 12 months. The tractor with loader shall be delivered not later than May 1st of 2014 and returned by May 31st± 2015. Two working days notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

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

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

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

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

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

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

BIDDER Northern Plains Equipment

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As a minimum, each unit shall be equipped with:

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

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

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

BIDDER Northern Plains Equipment

11/4/13

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
AGRICULTURE TRACTOR**

The intent of this bid specification is to request pricing for the rental of an Ag Tractor for road side mowing operations. The tractors shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be approximately 6 months. Tractors shall be delivered not later than May 1st of 2014 and returned by November 30[±] 2014. All tractor serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below.

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

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

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

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

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

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

As a minimum, each unit shall be equipped with:

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

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

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

BID RESPONSE

Bidder's preferred delivery district(s)

District	Qty	Configuration	Bidder's preference for this delivery location: Yes or No
BISMARCK	22	STANDARD	yes
VALLEY CITY	11	STANDARD	yes
DEVILS LAKE	13	STANDARD	yes
MINOT	16	STANDARD	yes
DICKINSON	9	STANDARD	yes
GRAND FORKS	11	(9) REAR DUALS	yes
WILLISTON	10	STANDARD	yes
FARGO	5	STANDARD	yes
DEVILS LAKE	4	80-91 PTO HP	yes
GRAND FORKS	4	80-91 PTO HP	yes
FARGO	1	80-91 PTO HP	yes
	106		

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

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

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

ITEM NO. 1 AGRICULTURE TRACTOR WITHOUT LOADER 53 EACH ^(.01)
\$ 1¢ /HOUR*

TRACTOR YEAR/MAKE: 2014 Case IH MODEL: Puma 145 CVT

ITEM NO. 2 AGRICULTURE TRACTOR WITH LOADER 44 EACH ^(.01)
\$ 1¢ /HOUR*

TRACTOR YEAR/MAKE: 2014 Case IH MODEL: Puma 145 CVT

ITEM NO. 3, OPTION 2 DUAL REAR WHEELS 9 EACH

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

GRAND FORKS, ND ADD \$ - 0 - /HOUR

ITEM NO. 4 80 - 91 PTO HP AGRICULTURE TRACTOR WITHOUT LOADER 9 EACH ^(.01)
\$ 1¢ /HOUR*

TRACTOR YEAR/MAKE: Case IH 2014 MODEL: Farmall 1054

PRIMARY CONTACT NAME AND BUSINESS LOCATION

PRIMARY CONTACT NAME Marc Taylor
BUSINESS NAME: Northern Plains Equipment Co., Inc.
MAILING ADDRESS: P.O. Box 804
CITY & STATE: Mandan ND ZIP CODE: 58554
PHONE NUMBER: 701-663-9864 TOLL FREE: 800-223-2972
FAX NUMBER: 663-9493 EMAIL: marc@northernplainsequipment.com

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

SERVICE CONTACT NAME Keith Helm
BUSINESS NAME: Northern Plains Equipment Co., Inc.
SERVICE ADDRESS: 2933 Twin City Drive
CITY & STATE: Mandan ND ZIP CODE: 58554
PHONE NUMBER: 701-663-9864 TOLL FREE: 800-223-2972
FAX NUMBER: 701-663-9493 EMAIL: marc@northernplainsequipment.com

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

SERVICE CONTACT NAME Jesse Steele
BUSINESS NAME: Titan Machinery - Jamestown
SERVICE ADDRESS: 1810 26th Ave SW
CITY & STATE: Jamestown ND ZIP CODE: 58401
PHONE NUMBER: 701-252-8200 TOLL FREE: 800-247-1102
FAX NUMBER: 701-252-2203 EMAIL: jesse.steele@titanmachinery.com

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

SERVICE CONTACT NAME Warren Swenseth
BUSINESS NAME: High Plains Equipment
SERVICE ADDRESS: Hwy 2 - 8375 Hwy 2
CITY & STATE: Devils Lake ZIP CODE: 58301
PHONE NUMBER: 701-662-7522 TOLL FREE: 800-726-7614
FAX NUMBER: 701-662-7524 EMAIL: warrens@highplainseg.com

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

SERVICE CONTACT NAME Dave Nesheim
BUSINESS NAME: Border Plains Equipment LLC
SERVICE ADDRESS: 8141 Hwy 2
CITY & STATE: Stanley ND ZIP CODE: 58784
PHONE NUMBER: 701-628-2950 TOLL FREE: 800-568-4326
FAX NUMBER: 701-628-3867 EMAIL: david.nesheim@borderplains.com

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

SERVICE CONTACT NAME Mick Riesinger
BUSINESS NAME: West Plains Inc
SERVICE ADDRESS: 3494 Business Loop East
CITY & STATE: Dickinson ND ZIP CODE: 58601
PHONE NUMBER: 701-483-8741 TOLL FREE: 800-568-4345
FAX NUMBER: 701-483-8742 EMAIL: mrriesinger@westplains.com

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

SERVICE CONTACT NAME Jan Rude
BUSINESS NAME: Titan Machinery - Grand Forks
SERVICE ADDRESS: 1601 North Washington
CITY & STATE: Grand Forks ND ZIP CODE: 58203
PHONE NUMBER: 701-775-8111 TOLL FREE: 800-962-7410
FAX NUMBER: 701-775-8108 EMAIL: Jan.Rude@titanmachinery.com

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

SERVICE CONTACT NAME David Anfinson
BUSINESS NAME: Border Plains Equipment LLC
SERVICE ADDRESS: 13922 W Front St
CITY & STATE: Williston ND ZIP CODE: 58801
PHONE NUMBER: 701-774-0957 TOLL FREE: 866-774-0957
FAX NUMBER: 701-774-3555 EMAIL: David.anfinson@borderplains.com

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

SERVICE CONTACT NAME Jay Opoien

BUSINESS NAME: Titan Machinery - Casselton

SERVICE ADDRESS: 1701 Governors Drive

CITY & STATE: Casselton ND ZIP CODE: 58012

PHONE NUMBER: 701-347-4671 TOLL FREE: 877-347-4671

FAX NUMBER: 701-347-5008 EMAIL: Jay.Opoien@TitanMachinery.com

SAMPLE DOCUMENT**EQUIPMENT RENTAL AGREEMENT**

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

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

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

BILL TO INFORMATION					
NAME					
ADDRESS					
CITY		STATE		ZIP	
CONTACT		PHONE NO			

TERMS AND CONDITIONS**AGREEMENT:**

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

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

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

TAXES:

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

INSPECTION:

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

TERMINATION:

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

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

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

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

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

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

LESSEE AGREES TO:

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

PURCHASE ORDER:

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

RENTAL PAYMENTS:

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

LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:

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

GOVERNING LAW AND VENUE:

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

MERGER AND WAIVER:

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

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

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

RENTAL EQUIPMENT RETURN FORM

Check lights for damage:

Check sheet metal and fiber glass for damage:

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

Check cab interior for smoking, tears, etc.:

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

Date: _____

Model: _____

Serial Number: _____

Hours: _____

Dealer: _____

Dealer Signature: _____

District: _____

District Signature: _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

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

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

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

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



Northern Plains Equipment Rental Conditions and Narrative

Northern Plains Equipment has been a supplier to the North Dakota DOT since the agency began the current rental program making Northern Plains Equipment the most experienced supplier in North Dakota for DOT rental program.

Northern Plains Equipment also supplies approximately 86 units to NDSU Experiment Stations, the Cities of Bismarck, Mandan, Hazen and Steele, plus various Soil Conservation Districts and Counties.

Northern Plains Equipment partners with dealers throughout the state to manage the program, giving the DOT districts local service at any Case IH location. This gives the districts the ability to get local service, but also provides the agency with a single contact if any communications are necessary.

Northern Plains Equipment also plans to have several "spare" tractors should a tractor experience a break down that cannot be repaired within the time constraints listed in the bid.

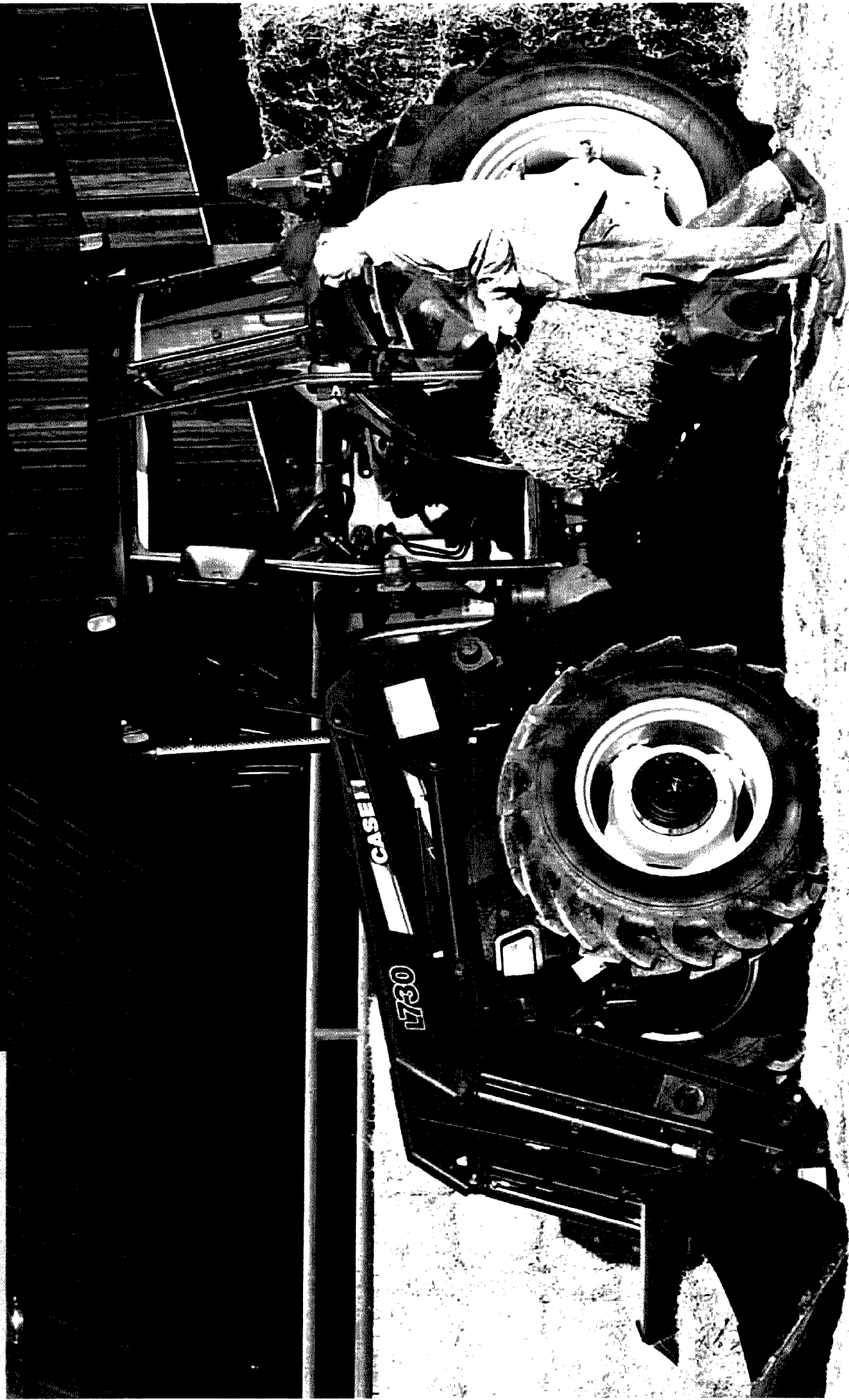
Rental conditions:

- 1) The North Dakota DOT is responsible for physical damage insurance on tractors that are furnished by Northern Plains Equipment (same as past years)**
- 2) Northern Plains Equipment would prefer to replace any tractor prior to the tractor reaching 250 hours**

Manjiv Singh
11/15/2013

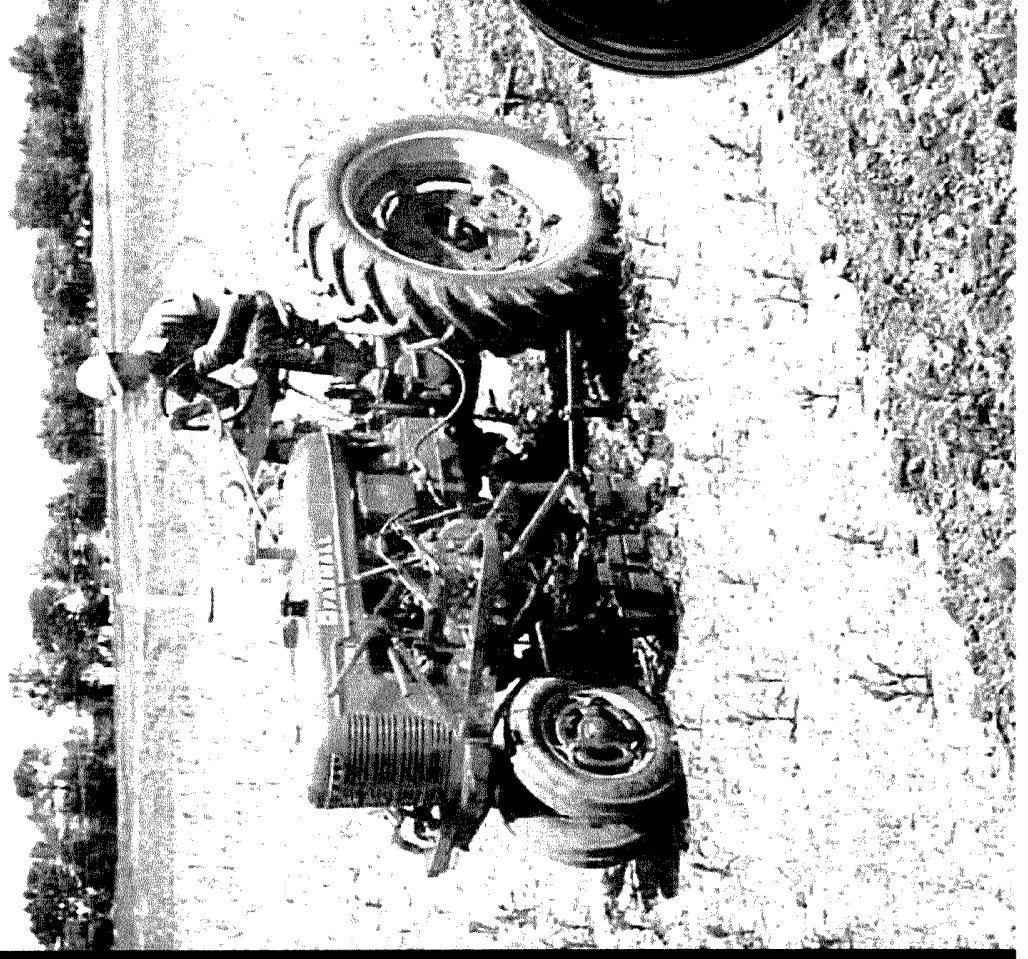
CASE IH
AGRICULTURE

FARMALL® SERIES UTILITY TRACTORS 50 - 90 PTO HP



EVERY SINGLE DAY, YOU DEMAND MORE. MORE FROM THE LAND. MORE FROM YOURSELF. MORE FROM YOUR EQUIPMENT. WHICH IS WHY WE ALSO DEMAND MORE. MORE POWERFUL ENGINES. MORE PRODUCTIVITY-BOOSTING FEATURES. MORE APPROACHABLE AND KNOWLEDGEABLE CASE IH EXPERTS. AND WE DO ALL THIS TO BETTER SERVE YOU AND THE NEEDS OF YOUR OPERATION.

FARMALL TRACTORS HAVE BEEN PROVIDING RUGGED PERFORMANCE, VALUE AND VERSATILITY SINCE 1923. IT ALL STARTED WITH A REVOLUTIONARY DESIGN: NARROW, WITH HIGH GROUND CLEARANCE AND IMPLEMENT MOUNTING FORE AND AFT. TODAY'S CASE IH FARMALL UTILITY TRACTORS ARE WORTHY OF THEIR NAMEPLATE. HARD-WORKING, RELIABLE, ENGINEERED TO MEET THE DEMANDS OF OPERATORS ON AND OFF THE FARM — AND PACKING AS MUCH HORSEPOWER AS THOSE FAMOUS ORIGINAL FARMALL MACHINES.



FOR THOSE WHO DEMAND MORE™



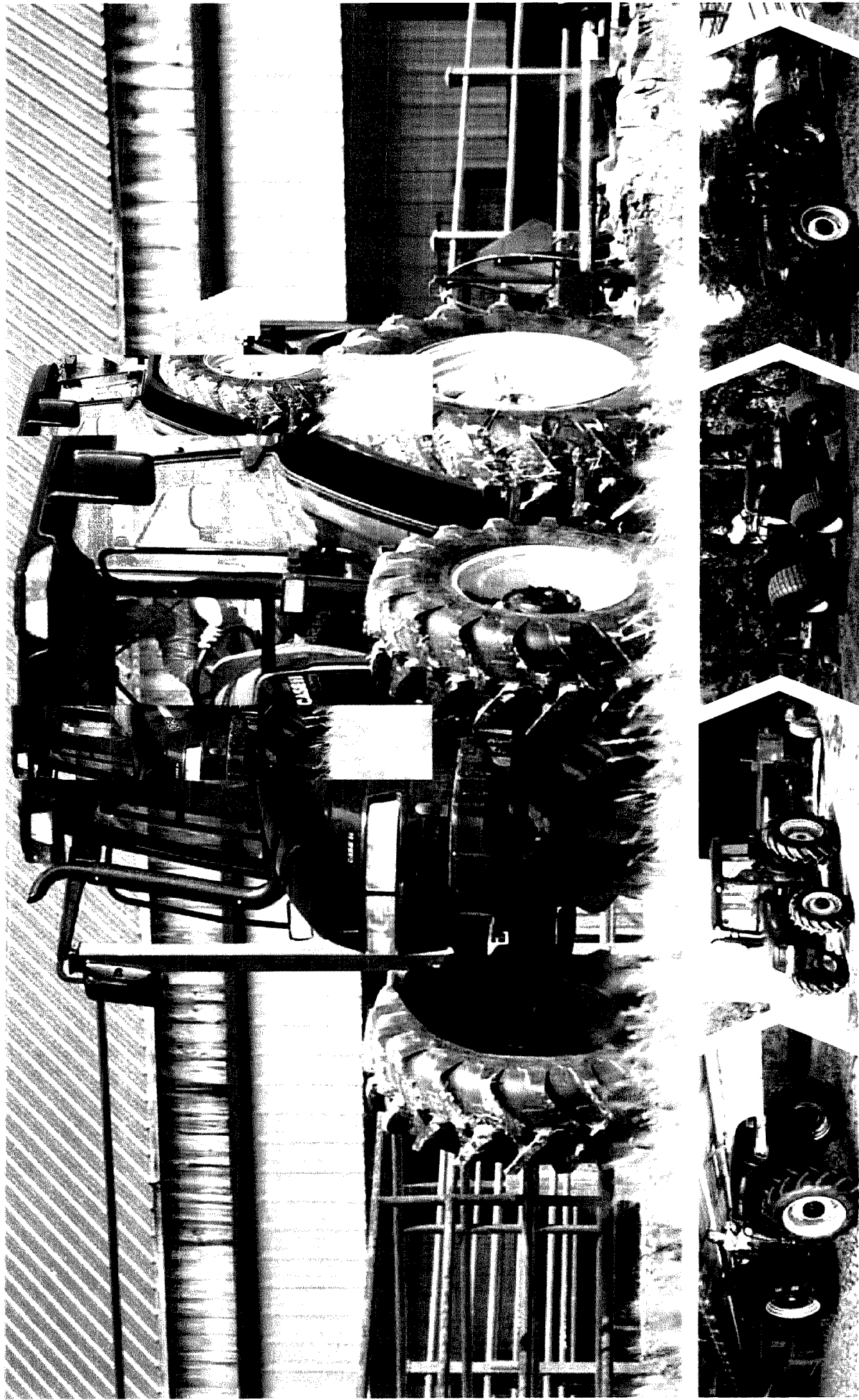
FARMALL HIGHLIGHTS	4
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CORE FEATURES:

Maximum multi-tasking flexibility to fit your needs. From a simple, no-frills machine to high-end, high-horsepower utility tractor with all the bells and whistles, there's a FARMALL to fit your operation.

An ergonomically designed, climate-controlled cab or a no-nonsense ROPS platform, configurations are available to suit your list of chores, your technology preferences and your price range.

Every Case IH tractor is built for long-term reliability, from the largest Steiger to the smallest FARMALL compact.



Industry-leading service and support for FARMALL tractors comes from the professionals at Case IH dealerships.

LEADING THE INDUSTRY

DO-IT-ALL ATTITUDE

◀ **One of the most famous names in agricultural history**, FARMALL tractors are sized to do it all around the home, farm, livestock operation, orchard, vineyard or construction site — anywhere you need to mow, blow, till, move or grade.

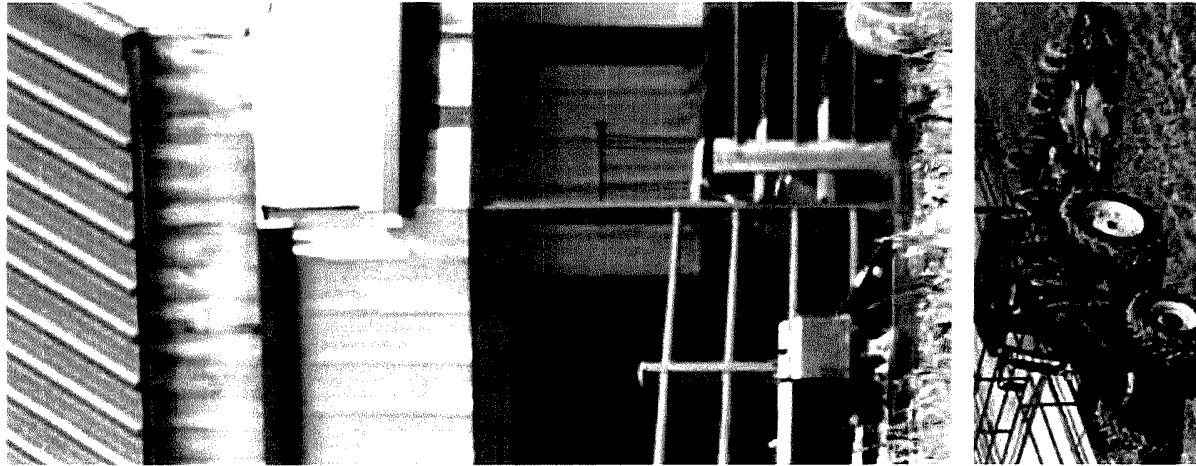
◀ **The convenient Quick-Attach system** allows you to switch easily between attachments and implements without extra hands or tools.

Since 1923, when International Harvester filed patent applications for the first FARMALL tractors, farmers have appreciated the ingenious "all purpose" design. Built from the very beginning to handle a variety of implements and attachments, the new generation of Case IH FARMALL tractors is still engineered to tackle any job.

▼ **The Case IH FARMALL family** ranges from maneuverable compacts to field-duty utility tractors — including these 11 models between 52 and 90 PTO hp.

Equip your Farmall with a Case IH mower, mower-conditioner, baler or loader to handle any chore. Loader attachments include buckets, blades and pallet forks -- along with bale forks, bale probes, grapples and other hay tools. No matter what's on your "must do" list, there's a FARMALL for that.

MODEL	ENGINE HP	PTO HP	FRONT AXLE	TRANSMISSION OPTIONS
FARMALL SERIES				
FARMALL 70	65	52	2WD/MFD	12 x 12 w/ Mechanical Shuttle, 20 x 12 Creeper
FARMALL 80	72	62	2WD/MFD	12 x 12 w/ Mechanical Shuttle, 20 x 12 Creeper
FARMALL 90	84	70	2WD/MFD	12 x 12 w/ Mechanical Shuttle, 20 x 12 Creeper
FARMALL 95	90	80	2WD/MFD	12 x 12 w/ Mechanical Shuttle, 20 x 12 Creeper
FARMALL C SERIES				
FARMALL 65C	64	50	2WD/MFD	16 x 16 w/ Mechanical Shuttle, 16 x 16 w/ Power Shuttle
FARMALL 75C	76	62	2WD/MFD	16 x 16 w/ Mechanical Shuttle, 16 x 16 w/ Power Shuttle
FARMALL 85C	84	70	MFD Only	16 x 16 w/ Mechanical Shuttle, 16 x 16 w/ Power Shuttle
FARMALL 95C	95	80	MFD Only	16 x 16 w/ Mechanical Shuttle, 16 x 16 w/ Power Shuttle
FARMALL U SERIES				
FARMALL 85U	85	70	2WD/MFD	12 x 12 w/ Mech or Power Shuttle, 20 x 12 Creeper w/ Mech Shuttle, 24 x 24 w/ Power Shuttle
FARMALL 95U	95	80	2WD/MFD	12 x 12 w/ Mech or Power Shuttle, 20 x 12 Creeper w/ Mech Shuttle, 24 x 24 w/ Power Shuttle
FARMALL 105U	105	90	2WD/MFD	12 x 12 w/ Mech or Power Shuttle, 20 x 12 Creeper w/ Mech Shuttle, 24 x 24 w/ Power Shuttle

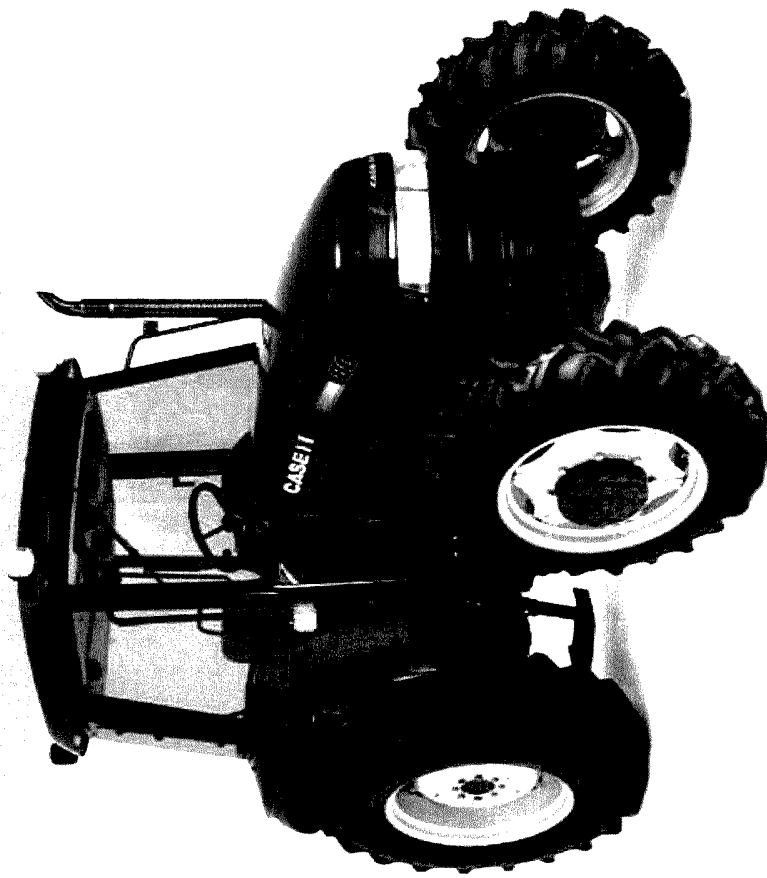


THE FARMALL FAMILY

THE FARMALL YOU DEMAND

Whether you need a no-frills economical workhorse or a high-powered, high-end model with all the creature comforts, there's a FARMALL for you. Choose from three family configurations:

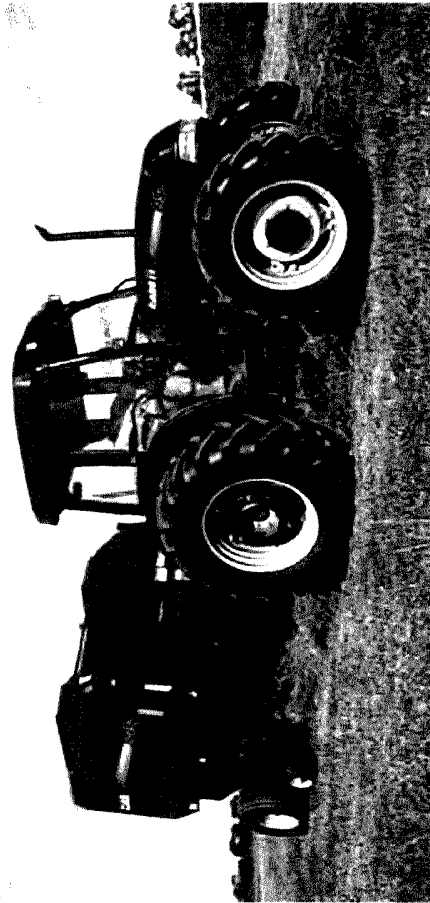
- **FARMALL** – The basic FARMALL 70 to 95 models include standard features for value-added versatility.
- **FARMALL C** – The lower-profile FARMALL 65C to 95C models provide greater stability on hillsides, and easier maneuverability around trees and inside low-entry buildings.
- **FARMALL U** – The heavy-duty FARMALL 85U to 105U models are built farm-tough like their bigger brothers, and offer enhanced features for more serious chores.



FARMALL SERIES

The basic workhorse of the FARMALL family is available in four models from 52 to 80 PTO horsepower. The flat-deck platform makes FARMALL tractors ideal for all-purpose applications, including loader work, mowing, baling, box blading and more.

- Rugged mechanical simplicity
- Powerful reliability
- Solid all-purpose machine

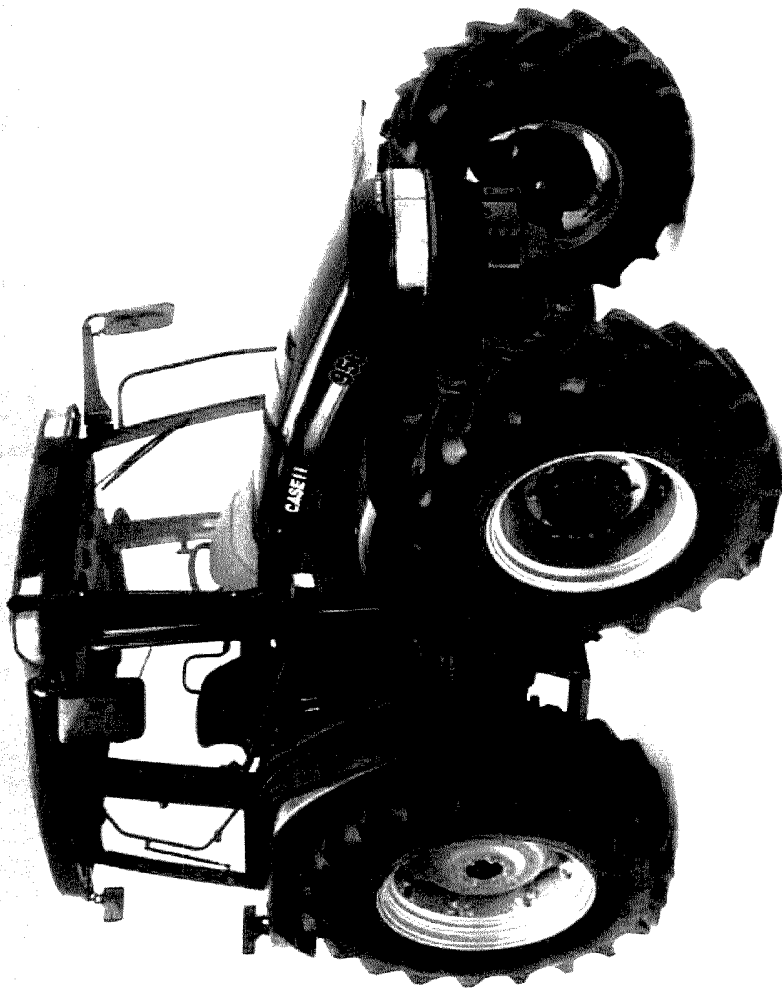
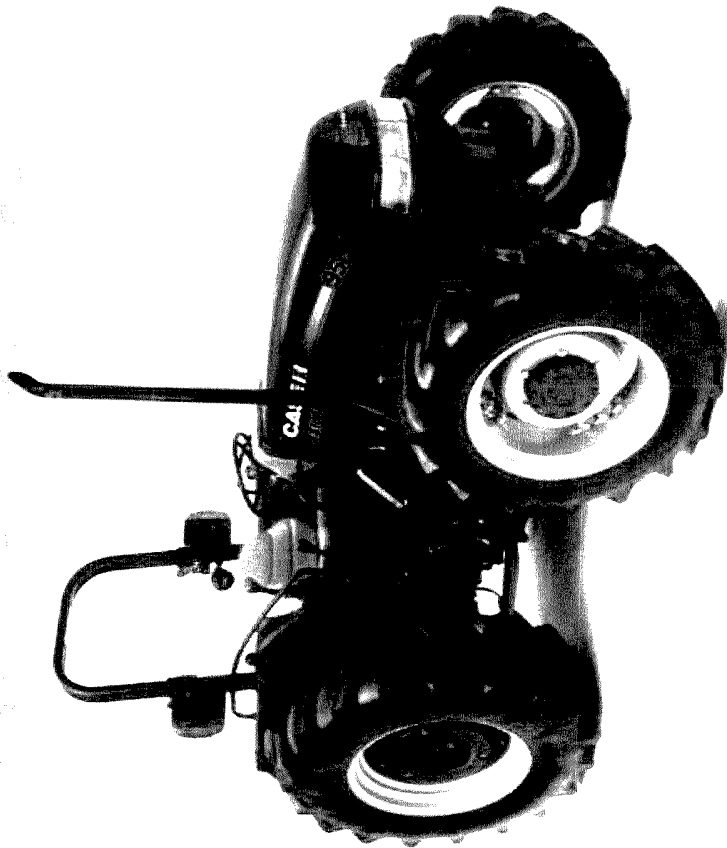


Powered by a four-cylinder Tier 3-compliant diesel engine, every FARMALL tractor is clean burning and fuel-efficient.

FARMALL transmission options range from rugged reliable mechanical transmissions to a sophisticated two-speed power shift, depending on the model – and your list of chores.

Just like the very first FARMALLs, 21st century Case IH FARMALL tractors are designed to be powerful, productive and versatile.

Sporting up to 90 PTO horsepower, the FARMALL U tractors provide the power to get you through challenging terrains and tough crop and soil conditions.



FARMALL C SERIES

The elite utility tractor with a lower profile and rugged design, FARMALL C machines offer outstanding performance and stability in the tough terrain and low ceilings of livestock operations. Built with a heavy-duty frame and tough components, four FARMALL C models are available from 50 to 80 PTO horsepower.

- Low profile "straddle" models
- Advanced controls
- Power shuttle transmission available

FARMALL U SERIES

At home in the field, feedlot or handling general loader duties, the FARMALL U Series is the hard-working, deluxe member of the FARMALL family. With three models ranging from 70 to 90 PTO horsepower, the high-end versatility of FARMALL U tractors makes them well-suited to demanding livestock duties, a larger hay operation, or heavy loader use.

- Heavier frame
- Deluxe controls, maximum comfort
- High-capacity hydraulics to handle any application
- Multiple transmission options
- Premier utility tractor – full power, full comfort, full featured

COMFORT AND CONTROL

Select the level of comfort and convenience you demand — a roomy, flat-deck ROPS platform or a spacious, climate-controlled cab. Both deliver an ergonomic operator environment you'll appreciate after long days in the seat.

The FARMALL cab is big and comfortable, with heating, air conditioning and superior visibility. The FARMALL ROPS platform is an economical alternative that provides a wide-open workspace and excellent visibility.

- ▶ **Tilt and telescoping steering column is standard** on FARMALL C and FARMALL U ROPS and cab models, for optimal positioning and fatigue-fighting operation.
- ▶ **Foldable ROPS is standard**, with an optional dealer-installed horizontal exhaust for low-clearance access when working inside buildings.
- ▶ **Controls are next to the seat, within easy reach** for both cab and ROPS platform models.

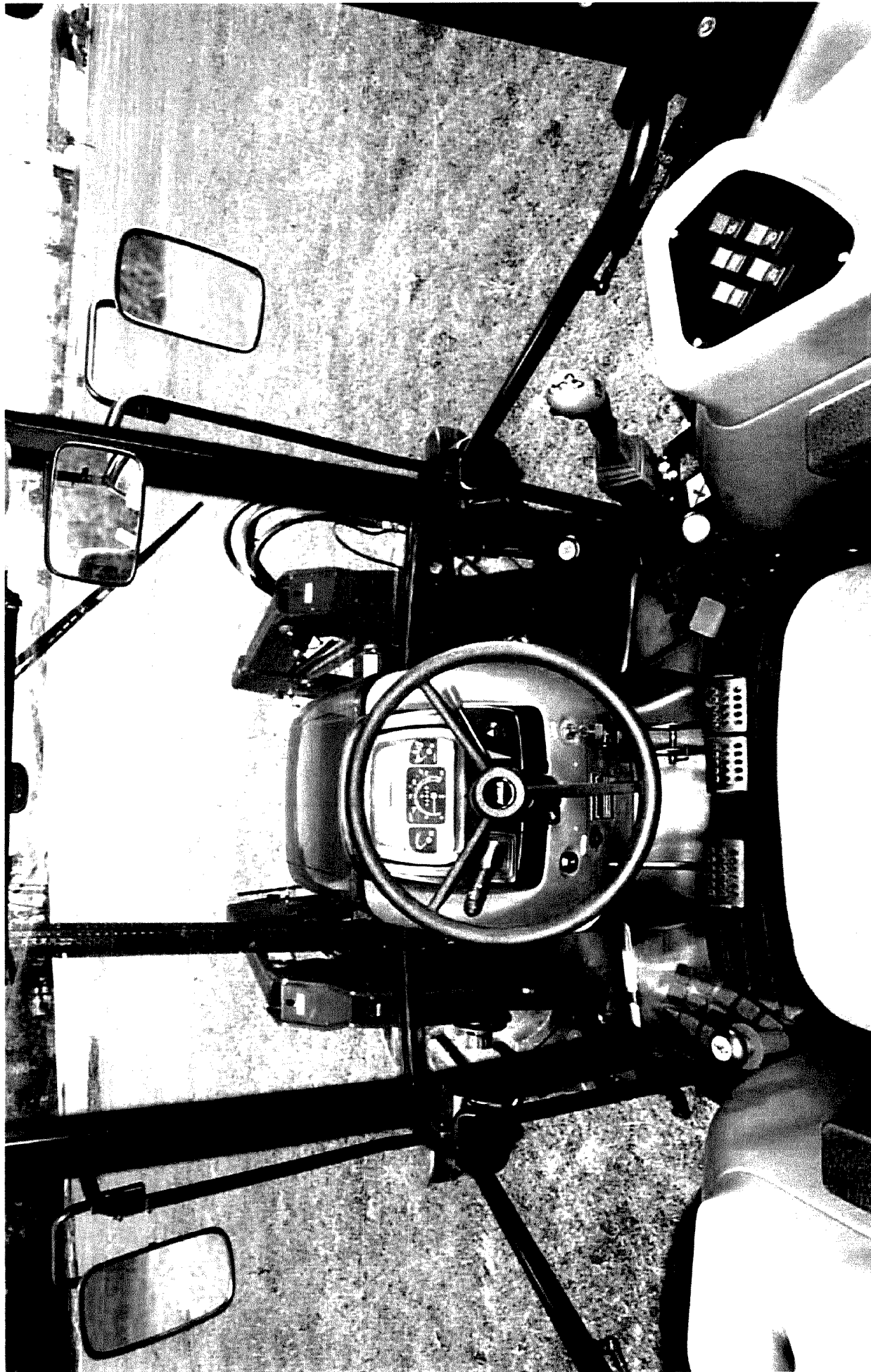
- ▶ **Both the cab and platform models are ISO-mounted** to reduce both noise and vibration for a safe, comfortable ride.
- ▶ **Superior visibility and comfort** come standard on both the flat-deck cab and flat-deck platform configurations.
- ▶ **Optional cloth suspension seat** adds to your ability to work longer with less fatigue.



CAB ENVIRONMENT & CONTROLS



CAB ENVIRONMENT & CONTROLS



VIRONMENT & CONTROLS



LOADERS & ATTACHMENTS

The right capacity for your needs. Lift capacity at maximum height ranges from a minimum of 2,100 pounds (953 kg) on the L720 to 3,200 pounds (1,451 kg) on the L740. Maximum height for the loaders also spans a wide range, from 122 to 144 inches (3.1 to 3.65 m).



ADDING VALUE WITH VERSATILITY

The versatility you demand is a reality with a Case IH FARMALL tractor and custom-designed Case IH loader. One of the most productive attachments, a heavy-duty, matching Case IH loader transforms your FARMALL into a versatile, value-added workhorse that tackles a wide range of tasks.

Three loader models – the L720, L730 and L740 – and numerous attachments allow your FARMALL to do it all. So you can accomplish more without investing in more machinery.

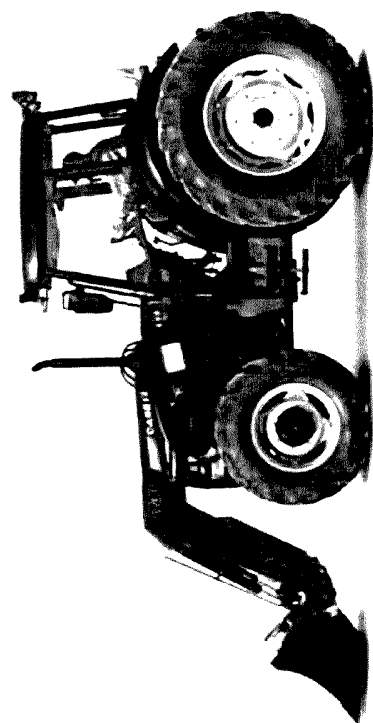
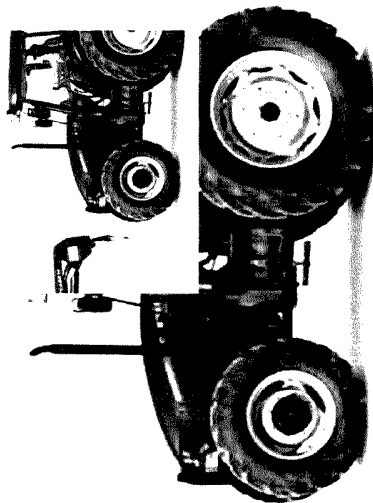
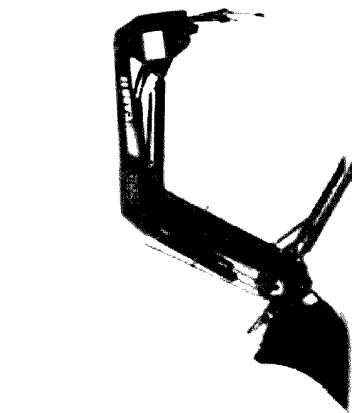
LOADER MODEL	L720	L720	L730	L730	L730	L740
FARMALL Model	FARMALL 65C/75C FARMALL 70	FARMALL 85C/95C	FARMALL 80/90/95	FARMALL 85U/95U/105U	FARMALL 85U/95U/105U	FARMALL 85U/95U/105U
Lift Capacity @ Max. Height - lbs. (kg)	2,100 (953)	2,100 (953)	2,500 (1,134)	2,500 (1,134)	2,500 (1,134)	3,200 (1,451)
Breakout Force - lbs. (kg)	2,650 (1,202)	2,650 (1,202)	3,100 (1,406)	3,300 (1,497)	3,100 (1,406)	3,850 (1,746)
Max. Lift Height - in. (m)	122 (3.1)	124 (3.1)	133 (3.38)	136 (3.45)	136 (3.45)	144 (3.65)
Max. Lift Height Under Level Bucket - in. (m)	110 (2.79)	112 (2.84)	121 (3.07)	124 (3.15)	124 (3.15)	132 (3.35)
Clearance w/Bucket Dumped - in. (m)	85 (2.16)	86 (2.18)	96 (2.44)	98 (2.49)	98 (2.49)	106 (2.69)
Reach @ Max. Lift Height - in. (m)	30 (0.76)	28 (0.71)	25 (0.64)	36 (0.91)	33 (0.84)	34 (0.86)
Max. Dump Angle	65°	64°	55°	58°	57°	59°
Reach @ Ground Line - in. (m)	86 (2.18)	86 (2.18)	93 (2.36)	88 (2.24)	90 (2.29)	98 (2.48)
Bucket Rollback Angle	45°	45°	50°	45°	46°	46°
Digging Depth - in. (mm)	8 (203)	7 (178)	7 (177.8)	5 (127)	5 (127)	7 (179)

More than 70 attachment choices include multiple general purpose, heavy duty and high volume buckets, as well as forks, grapples, bale spikes, grips, tillers and cutters.

Mechanical self-leveling option on Case IH loaders reduces spills, and lets you move quickly and confidently.

Central hydraulic valve allows all hydraulic hoses to connect at one point.

Load-sensing accumulator gives you total control of every load. A progressive shock absorber is easily activated with a switch by your seat – reducing stress on you and your equipment.



▲ **Fast, easy Quick-Latch system** allows you to install and remove the loader in minutes without extra hands or tools.



▲ **Quick-Attach faceplate** lets you switch easily between attachments.

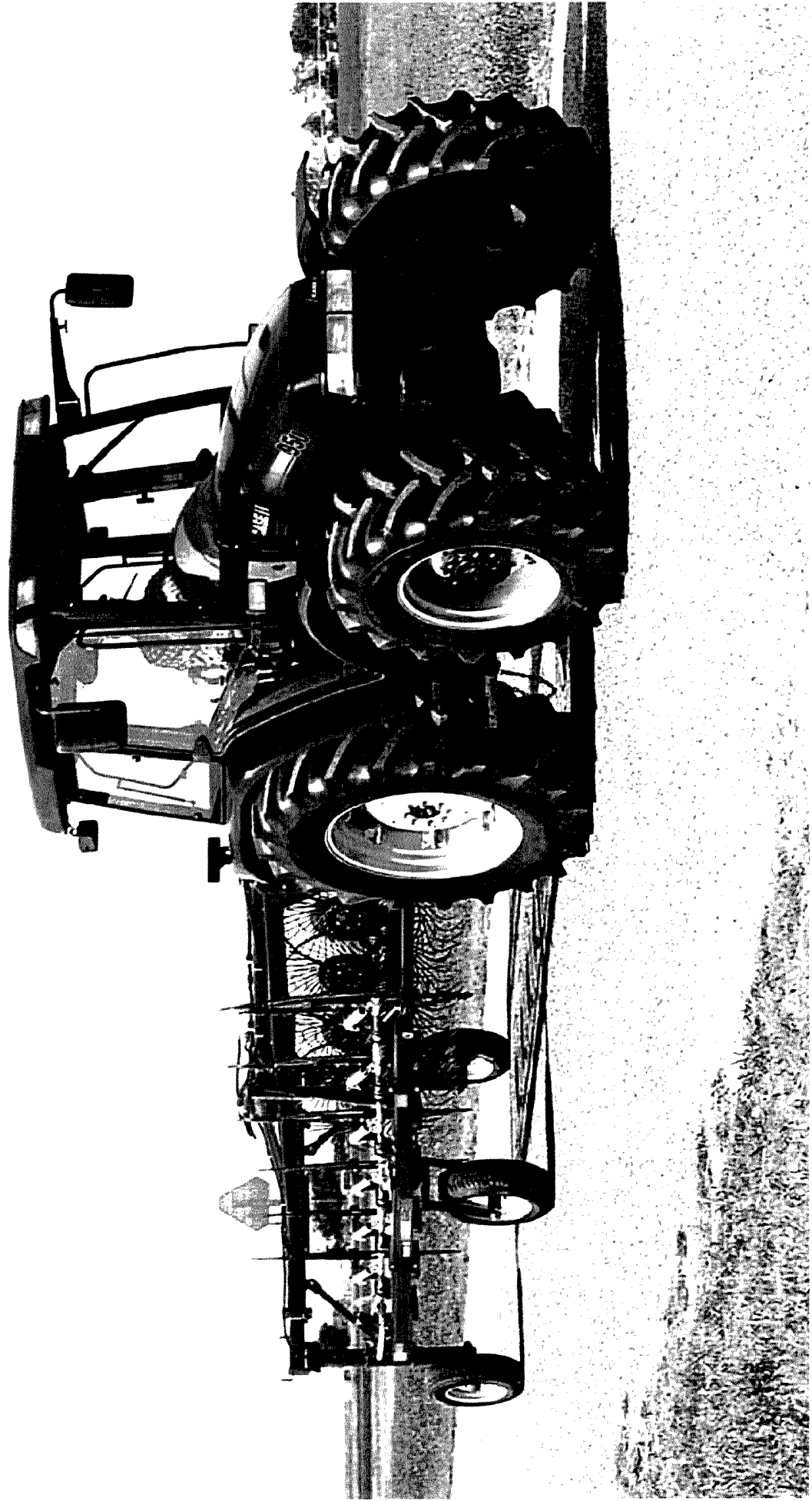


▲ **Simple, efficient loader design** provides clear views of the attachment, load and front tires – ensuring outstanding visibility. All hydraulic hoses are mounted through the loader booms to keep them safe and hidden, for a clean look.

TRANSMISSIONS

The basic 12 x 12 mechanical shuttle transmission features three ranges with four speeds per range. A left-hand synchronized mechanical shuttle lets you easily reverse direction.

Optional 12 x 12, 16 x 16 and 24 x 24 power shuttle transmissions eliminate the need to work the clutch - ideal for loader-intensive operations.



The 20 x 12 creeper transmission offers a mechanical shuttle and seven speeds under 1 mph.

With 25 mph transport speeds, you move between jobsites, fields and farms faster. This option is available on mechanical front drive (MFD) FARMALL C models and standard on (MFD) FARMALL U models.

The 16 x 16 mechanical shuttle is standard on FARMALL C tractors, the 16 x 16 with Power Shuttle is optional. Both transmissions offer extra slow speeds for precise movement in tight quarters.

An optional hydraulically engaged wet clutch can be selected with FARMALL C and FARMALL U transmissions, for smoother performance and a longer life.

SHIFT YOUR "TO-DO" LIST TO "DONE"

Whether you demand the simplicity of a mechanical transmission, the convenience of clutchless operation or the flexibility of a wide range of speeds, we've got a FARMALL transmission to fit the bill.

Tough mechanical transmissions on all FARMALL tractors give you more of what you need - the right speed for every job - with more speeds in the critical 2-9 mph working range. You can also shift on the go between gears in each of the ranges. Optional power shuttle transmissions eliminate the need to work the clutch, an ideal setup for loader work.

TRANSMISSION	FARMALL	FARMALL C	FARMALL U
12 X 12 Mechanical	•		•
20 X 12 Mech w/creeper	•		•
12 X 12 Power Shuttle			•
16 X 16 Mechanical		•	
16 X 16 Power Shuttle		•	
24 X 24 Power Shuttle			•

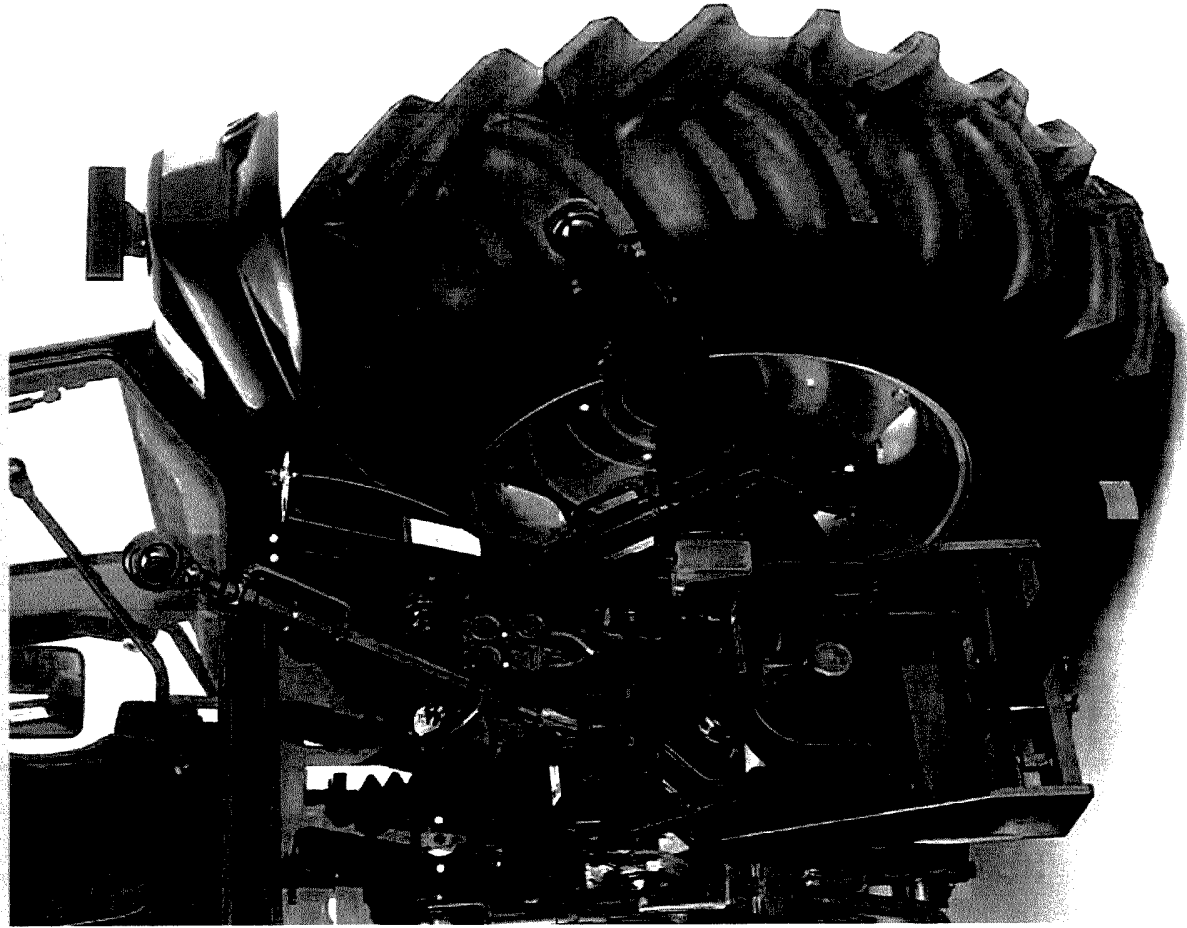


Two-speed powershift on the FARMALL 24 x 24 transmission provides a HI and LO speed in every gear. Press the powershift button on the transmission lever for a 15% decrease in speed and an 18% increase in torque - to pull through tough spots on the go without interrupting PTO speed.

Dedicated shuttle shift lets you go from forward to reverse in any gear. This shuttle lever is ideally located on your left side, freeing up your right hand for the loader or other tasks.



HITCH, HYDRAULICS & PTO



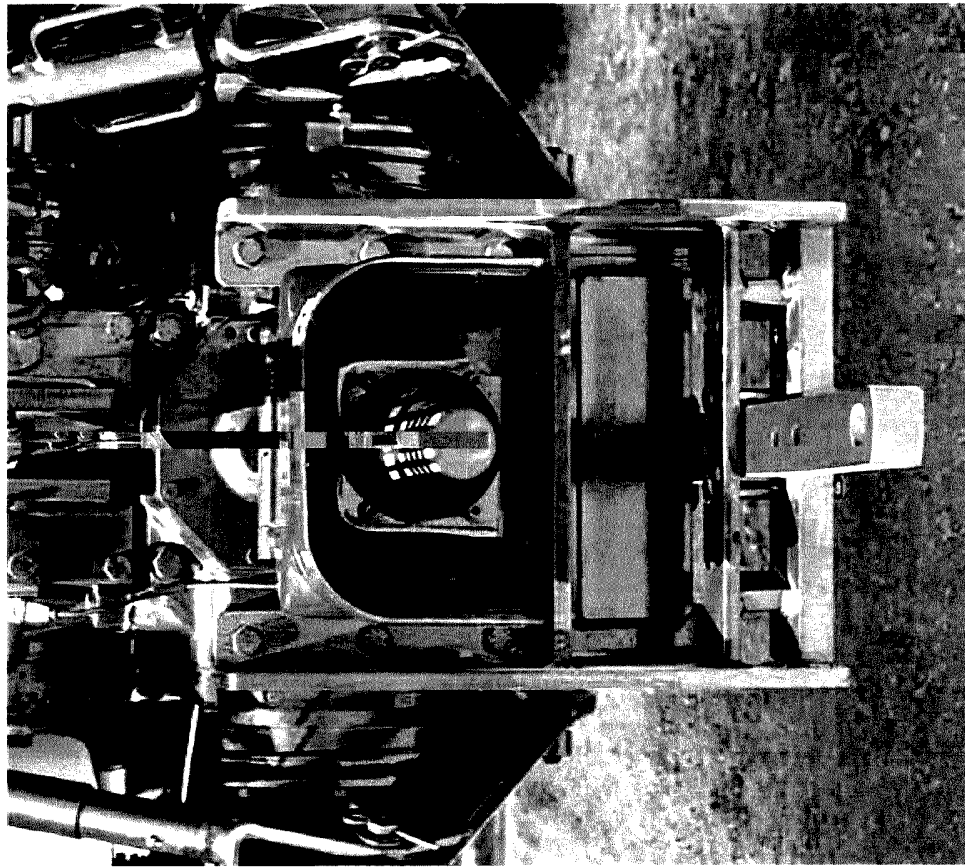
HITCH AND HYDRAULICS THAT HANDLE IT ALL

FARMALL tractors are equipped with a high-capacity hydraulic system capable of meeting the demands of your heaviest matched implements. Two separate pumps handle hydraulics: one for the implement, one dedicated to steering. A heavy-duty 3-point hitch made of forged steel provides maximum lift capacity to handle mounted implements.

With dedicated hydraulics, a rugged 3-point hitch and powerful, smooth-engaging PTO, FARMALL tractors can tackle your toughest task.

MODEL	HITCH LIFT CAPACITY
FARMALL SERIES	
FARMALL 70	4,010 lb. (1,819 kg)
FARMALL 80	5,025 lb. (2,279 kg)
FARMALL 90	5,025 lb. (2,279 kg)
FARMALL 95	5,025 lb. (2,279 kg)
FARMALL C SERIES	
FARMALL 65C	3,960 lb. (1,796 kg)
FARMALL 75C	3,960 lb. (1,796 kg)
FARMALL 85C	3,960 lb. (1,796 kg)
FARMALL 95C	3,960 lb. (1,796 kg)
FARMALL U SERIES	
FARMALL 85U	5,745 lb. (2,605 kg) or 6,445 (2,923 kg) w/opt. EDC
FARMALL 95U	5,745 lb. (2,605 kg) or 6,445 (2,923 kg) w/opt. EDC
FARMALL 105U	5,745 lb. (2,605 kg) or 6,445 (2,923 kg) w/opt. EDC

Handle larger implements with greater hitch lift capacity than most competitive models — up to 6,445 lbs. (2,923 kg) on the FARMALL U models.



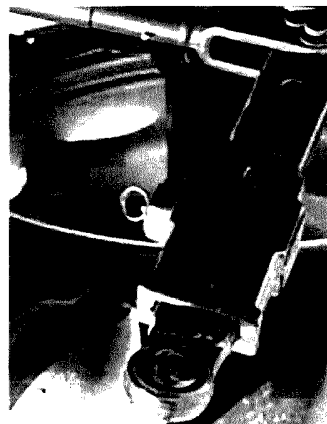
▲ **Fully independent PTO system** operates using a single lever conveniently located on your left, to greatly simplify operation.

▲ **PTO operation is independent of tractor ground speed**, so the tractor can be stopped without stopping the PTO and vice-versa.

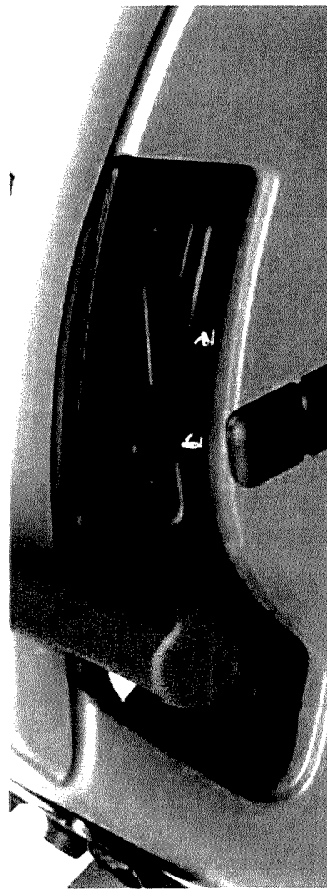
Electronic Draft Control (EDC) option on FARMALL U cab models provides precise implement control — and the instant response and accurate hitch positioning needed for cultivating and tilling. The load control system senses varying loads and automatically reacts by adjusting working depth to maintain a constant load.



▲ **Rugged 3-point hitch provides impressive lift**, while a turnbuckle leveling system, telescoping stabilizers and fixed link ends at the lower arms allow for easy attachment.



▲ **Standard mechanical lower-link draft-sensing system** on FARMALL tractors provides position and draft control.



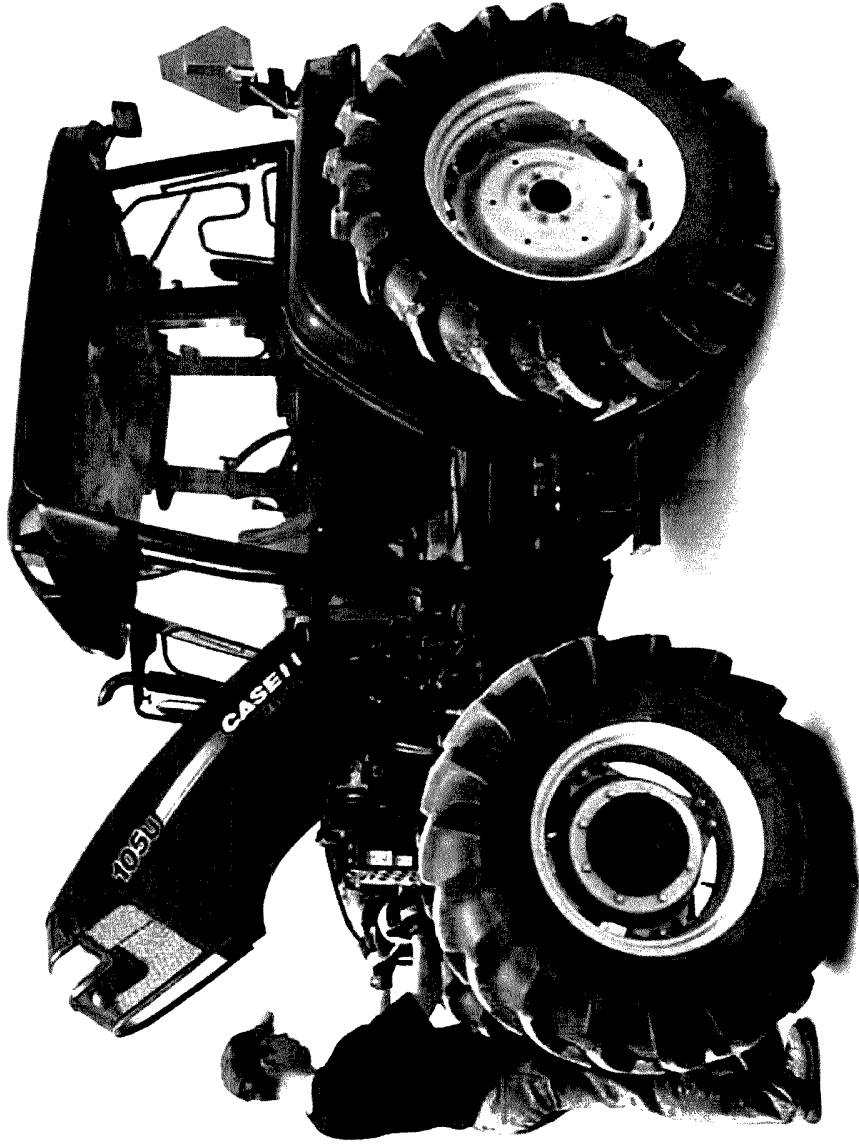
▲ **Convenient Fast Raise/Lower feature** saves you time by providing push-button control of the 3-point hitch — making turns easier by returning the implement to its working depth.

SERVICEABILITY

SO SIMPLE IT'S SECOND NATURE

Case IH FARMALL tractors are designed for speedy, simple service access. It all starts with what's under the hood - and how easy it is to access engine components for inspection and servicing.

There's no need to remove side panels. A one-piece, flip-up hood lifts on gas struts to give you fast, no-tools access to both the battery and radiator that are right up front for easy reach. A slide-out condenser simplifies radiator cleanup.



Engine air filter is accessible from the ground, making regular cleaning and replacement quick and easy.

Long, 300-hour oil filter service intervals extend work time between service stops, and lower operating costs.

Handle routine service like checking engine oil without lifting the hood.

Check common reservoir oil level for transmission, steering and hydraulic systems with one dipstick at the rear of the tractor.



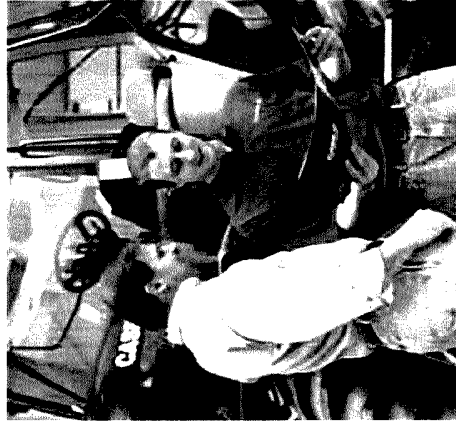
▲ **Ground-level fuel tanks** make refueling simple and convenient.

CASE IH SYSTEMS APPROACH

A ONE-STOP SOURCE FOR ALL YOU NEED

Turn to your experienced Case IH specialists to help you select the right tractor for your unique needs. Your Case IH dealer can provide assistance in selecting the right implements and attachments to meet your productivity and financial goals.

You can also rest assured your Case IH equipment will hold its value through trade-in time. Case IH equipment and your dealer's value-added service are the right choices for those who demand more.



CNH CAPITAL FINANCING SOLUTIONS

For those who demand more from a financial services provider, CNH Capital has the right solutions for you. With more than 50 years' experience in the agricultural industry, we understand your unique needs and have developed a wide range of financial products and services to support your business.



PARTS AND SERVICE EXPERTISE

You can always count on your Case IH dealer for the professional service and advice necessary to keep your equipment running, season after season. Your Case IH dealer offers a vast array of parts, services and equipment protection plans – all backed by expert advice and skilled, factory-trained service professionals.

Just call 1-877-4CASEIH (1-877-422-7344) and we'll help your dealer meet your request.

Plus, now you can identify the Case IH parts you need online

- Visit www.caseih.com/na
- Click on Search for Parts under Parts & Service
- Enter your model number or product name
- View a parts list and diagram
- Build a list of the parts you need
- Contact your Case IH dealer to order parts



SPECIFICATIONS

SPECIFICATIONS	FARMALL 70	FARMALL 80	FARMALL 90	FARMALL 95	FARMALL 65C	FARMALL 75C
POWER						
Gross Engine Horsepower	65	72	84	90	64	76
PTO Horsepower	52	62	70	80	50	62
Rated Speed (RPM)	2500	2500	2300	2500	2300	2300
Number of Cylinders / Aspiration	4 / Turbocharged & Intercooled	4 / Turbocharged & Intercooled	4 / Turbocharged & Intercooled	4 / Turbocharged & Intercooled	4 / Turbocharged Air to Air Intercooled	4 / Turbocharged Air to Air Intercooled
Emissionization standard	Tier-III	Tier-III	Tier-III	Tier-III	Tier-III	Tier-III
Displacement	238 (3.9L)	238 (3.9L)	274 (4.5L)	274 (4.5L)	195 (3.2L)	195 (3.2L)
Starting Aid	Thermostart	Thermostart	Thermostart	Thermostart	Grid Heater	Grid Heater
Air Filter	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element
TRANSMISSION						
Standard	12 X 12 with Mechanical Shuttle	12 X 12 with Mechanical Shuttle	12 X 12 with Mechanical Shuttle	12 X 12 with Mechanical Shuttle	16F X 16R Synchronized Mechanical Shuttle	16F X 16R Synchronized Mechanical Shuttle
Optional	20 X 12 Creeper with Mechanical Shuttle	20 X 12 Creeper with Mechanical Shuttle	20 X 12 Creeper with Mechanical Shuttle	20 X 12 Creeper with Mechanical Shuttle	16F X 16R Synchronized with Clutchless Power Shuttle	16F X 16R Synchronized with Clutchless Power Shuttle
Rear Differential Lock	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical
Brakes	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk
PLATFORM TYPE						
	Flat Deck	Flat Deck	Flat Deck	Flat Deck	Straddle Deck	Straddle Deck
FUEL SYSTEM						
Fuel Injection	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor
HYDRAULICS & HITCH						
Hydraulic System	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center
Implement Pump	13.6 GPM	13.6 GPM	13.6 GPM	13.6 GPM	12.8 GPM	12.8 GPM
Steering & Services Pump	8.1 GPM	8.1 GPM	8.1 GPM	8.1 GPM	7.4 GPM	7.4 GPM
Total Tractor Flow	21.7 GPM	21.7 GPM	21.7 GPM	21.7 GPM	20.2 GPM	20.2 GPM
Rear Remote Valves	One open center remote valve STD	One open center remote valve STD	One open center remote valve STD	One open center remote valve STD	One remote STD	One remote STD
Optional Mid-Mount Loader Valve	Available with Loader	Available with Loader	Available with Loader	Available with Loader	Available with Loader	Available with Loader
Hitch Category	Category II	Category II	Category II	Category II	Category II / I	Category II / I
Sensing Type	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical, lower link sensing	Mechanical, lower link sensing
Hitch Lift Capacity	4,010 lb.	5,025 lb	5,025 lb	5,025 lb	3,962 lb (1,800)	3,962 lb (1,800)
@ 24 in. lbs. (ASAE)						
Link Ends	Fixed	Fixed	Fixed	Fixed	Flexible	Flexible
Optional Link Ends	Yes	Yes	Yes	Yes	STD	STD
PTO						
Type	Independent dry clutch	Independent dry clutch	Independent dry clutch	Independent dry clutch	Fully Independent	Fully Independent
Engagement	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical Dry Clutch	Mechanical Dry Clutch
Speeds	540 RPM	540 RPM	540 RPM	540 RPM	540 RPM	540 RPM
Optional 540/1000 RPM	No	No	No	No	Yes	Yes
CAPACITIES						
Fuel Capacity	23.8 g (90.1 l)	23.8 g (90.1 l)	23.8 g (90.1 l)	23.8 g (90.1 l)	19.8 g (75 l)	19.8 g (75 l)
Alternator Amps	12 volt, 85 amp	12 volt, 85 amp	12 volt, 85 amp	12 volt, 85 amp	120	120
Battery Capacity	800	800	800	800	730	730
(Cold Cranking Amps)						
Approx Weight (lbs.) - ROPS 2WD / MFD	5,152 / 5,704	5,702 / 6,254	5,702 / 6,254	6,107 / 6,659	5,776 / 6,327	5,776 / 6,327
Approx Weight (lbs.) - CAB 2WD / MFD	5,813 / 6,365	6,363 / 6,915	6,363 / 6,915	6,768 / 7,320	6,217 / 6,768	6,217 / 6,768
APPROXIMATE DIMENSIONS						
Height to top of ROPS	97 in. (2464 mm)	101.1 in. (2568 mm)	101.1 in. (2568 mm)	101.1 in. (2568 mm)	77.8 (1976) **	77.8 (1976) **
Height to top of CAB	100 in. (2540 mm)	103.1 in. (2619 mm)	103.1 in. (2619 mm)	103.1 in. (2619 mm)	91.4 (2322)	91.4 (2322)
Wheelbase - 2WD	86 in. (2184 mm)	91 in. (2311 mm)	91 in. (2311 mm)	94 in. (2387 mm)	85.6 in (2175)	85.6 in (2175)
Wheelbase - MFD	84 in. (2133 mm)	87 in. (2209 mm)	87 in. (2209 mm)	92 in. (2336 mm)	82.6 in (2098)	82.6 in (2098)

* 18.4 X 30 Rear Tires
** ROPS folded

SPECIFICATIONS

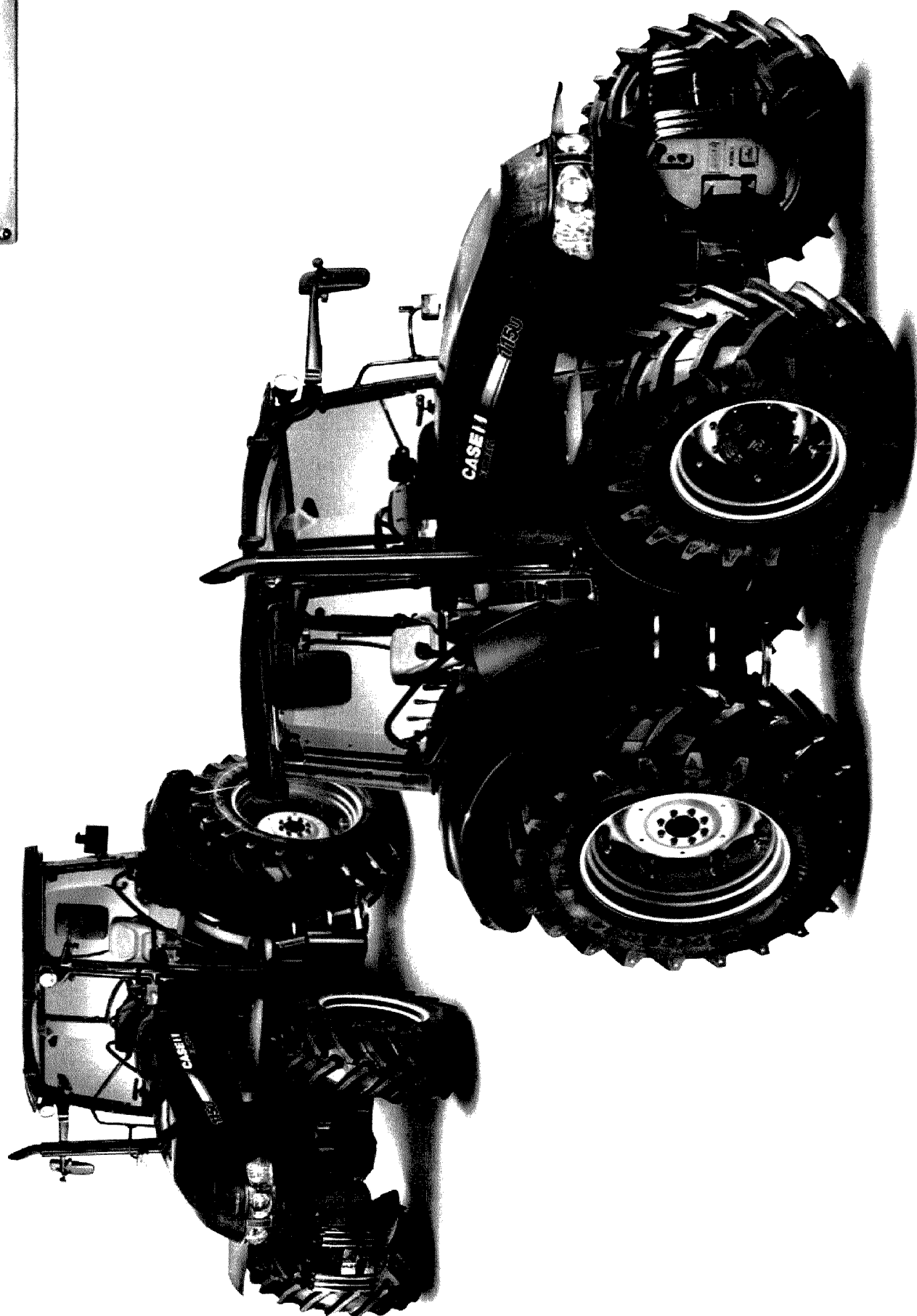
SPECIFICATIONS	FARMALL 85C	FARMALL 95C	FARMALL 95U	FARMALL 105U
POWER				
Gross Engine Horsepower	84	95	95	105
PTO Horsepower	70	80	80	90
Rated Speed (RPM)	2300	2300	2300	2300
Number of Cylinders / Aspiration	4 / Turbocharged & Intercooled	4 / Turbocharged Air to Air Intercooled	4 / Turbocharged and intercooled	4 / Turbocharged and intercooled
Emissionization standard	Tier-III	Tier-III	Tier-III	Tier-III
Displacement	274 (4.5L)	274 (4.5L)	274 (4.5L)	274 (4.5L)
Starting Aid	Grid Heater	Grid Heater	Grid Heater	Grid Heater
Air Filter	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element	Dry / Dual Element
TRANSMISSION				
Standard	16F X 16R Synchronized Mechanical Shuttle	16F X 16R Synchronized Mechanical Shuttle	16F X 16R Synchronized Mechanical Shuttle	16F X 16R Synchronized Mechanical Shuttle
Optional	16F X 16R Synchronized with Clutchless Power Shuttle	16F X 16R Synchronized with Clutchless Power Shuttle	16F X 16R Synchronized with Clutchless Power Shuttle	16F X 16R Synchronized with Clutchless Power Shuttle
Rear Differential Lock	Mechanical	Mechanical	Mechanical	Mechanical
Brakes	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk	Hydraulic actuated wet disk
PLATFORM TYPE				
	Straddle Deck	Straddle Deck	Straddle Deck	Straddle Deck
FUEL SYSTEM				
Fuel Injection	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor	Direct, w/Mechanical Governor
HYDRAULICS & HITCH				
Hydraulic System	Open Center	Open Center	Open Center	Open Center
Implement Pump	16.1 GPM	16.1 GPM	16.1 GPM	16.1 GPM
Steering & Services Pump	9.4 GPM	9.4 GPM	10.4 GPM	10.4 GPM
Total Tractor Flow	25.5 GPM	25.5 GPM	26.5 GPM	26.5 GPM
Rear Remote Valves	One remote STD	One remote STD	2 closed center rear remote valves STD	2 closed center rear remote valves STD
Optional Mid-Mount Loader Valve	Available with Loader	Available with Loader	Available with Loader	Available with Loader
Hitch Category	Category II / I	Category II / I	Category II	Category II
Sensing Type	Mechanical, lower link sensing	Mechanical, lower link sensing	Mechanical Draft Control STD; EDC Optional	Mechanical Draft Control STD; EDC Optional
Hitch List Capacity	3,962 lb (1,800)	3,962 lb (1,800)	5,745 lbs (2,606)	5,745 lbs (2,606)
(@ 24 in. lbs. (ASAE))				
Link Ends	Flexible	Flexible	Flexible	Flexible
Optional Link Ends	STD	STD	STD	STD
PTO				
Type	Fully Independent	Fully Independent	Fully Independent	Fully Independent
Engagement	Mechanical Dry Clutch	Mechanical Dry Clutch	Mechanical engagement; Electrohydraulic engagement optional	Mechanical engagement; Electrohydraulic engagement optional
Speeds	540 RPM	540 RPM	540 RPM STD	540/1000 RPM STD
Optional 540/1000 RPM	Yes	Yes	Yes	STD
CAPACITIES				
Fuel Capacity	23.2 g (88 l)	23.2 g (88 l)	33.5 g (127 l)	33.5 g (127 l)
Alternator Amps	120	120	120	120
Battery Capacity	730	730	960	960
(Cold Cranking Amps)				
Approx Weight (lbs.) -	NA / 6,503	NA / 6,614	6,834 / 7,496	6,834 / 7,496
ROPS 2WD / MFD				
Approx Weight (lbs.) -	NA / 6,944	NA / 7,055	7,275 / 7,936	7,275 / 7,936
CAB 2WD / MFD				
APPROXIMATE DIMENSIONS				
Height to top of ROPS	77.8 (1976) **	77.8 (1976) **	108.9 in (2766)	108.9 in (2766)
Height to top of CAB	91.4 (2322)	91.4 (2322)	100.8 in (2560)	100.8 in (2560)
Wheelbase - 2WD	89.0 in (2262)	89.0 in (2262)	92.2 in (2342)	92.2 in (2342)
Wheelbase - MFD	86.0 (2185)	86.0 (2185)	92.5 in (2350)	92.5 in (2350)

** ROPS folded

CASE III
AGRICULTURE

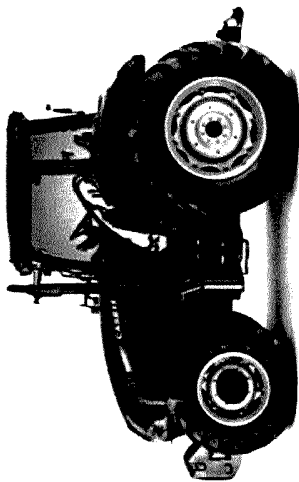


FARMALL® U SERIES TRACTORS SPECIFICATIONS



FARMALL® U SERIES TRACTORS SPECIFICATIONS

Case IH Farmall® U Series tractors are hard-working, heavy-duty, deluxe tractors with high-capacity hydraulics to handle any application. These premier utility tractors feature full power, full comfort and full features, and they are ideal for demanding livestock duties, larger hay operations and heavy loader work.



FARMALL U SPECIFICATIONS		Farmall 105U	Farmall 115U
ENGINE			
Type			4-cylinder
Displacement cu. in. (L)			207 (3.4)
Gross engine HP		105	115
PTO HP		91	98
Emissions			Tier 4A
Emissions system			Cooled Exhaust Gas Recirculation (CEGR)
TRANSMISSIONS			
Standard			12 x 12 Power Shuttle
Option 1			20 x 20 Power Shuttle with Creeper
Option 2			24 x 24 Hi-Lo
3-POINT HITCH			
Lift Capacity @ 24" lbs. (kg)			6,393 (2 900)
Front hitch lift capacity @ 24" lbs. (kg)			3,968 (1 800)
PTO			
Base PTO speeds rpm			540/1,000
Optional PTO speeds rpm			540/540E/1,000
Optional front PTO rpm			1,000
HYDRAULICS			
Base rear remotes			2 remotes
Optional rear remotes			Up to 3 remotes
Main pump flow gpm (l/min)			17.2 (65)
Optional main pump flow gpm (l/min)			22.2 (84)
Steering and services pump gpm (l/min)			10 (38)
Optional steering and serv. pump gpm (l/min)			11.4 (43)
DIMENSIONS*			
Overall length in. (mm)			164 (4 161)
Minimum width in. (mm)			75 (1 913)
Minimum height in. (mm)			103 (2 612)
Minimum weight lbs. (kg)			9,370 (4 250)

• 16.9R-34 rear tires

SAFETY: NEVER INJURE YOURSELF OR OTHERS. Read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs, and use any safety features provided. Call America LLC assumes the right to make improvements in design and changes in specifications at any time without notice and without incurring any obligation to install them on units already sold. Specifications, descriptions and illustrations of material herein are as accurate as known at time of publication, but are subject to change without notice. Availability of some models and equipment features varies according to the country in which the equipment is used.

WARRANTY: Call America LLC warrants that the equipment is new, and that it is free from defects in materials and workmanship at the time of shipment. Any hardware required to be installed in association with products and/or components of equipment other than Call America LLC are the property of those companies. Call America LLC is not responsible for the operation of equipment or the use of equipment by third parties. Call America LLC is not responsible for the use of equipment by third parties.

CALL AMERICA LLC, 10000 W. 10th Ave., Suite 100, Denver, CO 80202, USA. Tel: +1 303 751 1111. Fax: +1 303 751 1112. Email: info@callamerica.com. Website: www.callamerica.com.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/29/2014

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

AGENCY Vaalar Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C Mehlhoff		PHONE (A/C No, Ext): 701-258-2800	COMPANY Great American Insurance Co Prop & IM Division 6300 S Syracuse Way, Suite 295 Centennial, CO 80111	
FAX (A/C No): 701-258-2838	E-MAIL ADDRESS			
CODE	SUB CODE			
AGENCY CUSTOMER ID # NDDE-07				
INSURED ND Dept of Transportation Financial Management Division 608 E Boulevard Ave Bismarck, ND 58506			LOAN NUMBER	
			POLICY NUMBER IMP116755911	
EFFECTIVE DATE 07/01/13		EXPIRATION DATE 07/01/14		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Eq leased/rented from others (leased/rented less than 12 mos) ACV - Actual Cash Value Maximum per item Maximum per loss	ACV \$600,000 \$3,000,000	\$15,000

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Northern Plains Eq Co Inc PO Box 804 Mandan, ND 58554	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X Lessor
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co., Inc.	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Keith Helm, NPEC, Inc	Marlyn Langehaug, Purchasing Agent II
PHONE NO	701-663-9864, marc@northernplainsequipment.com	701-328-4466

DATE	December 18, 2013		RENTAL TERM	BEGINS ON 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES			TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS)	\$ 0.00		None		See Spreadsheet
WEEK (44HRS)	\$ 0.00				
MONTH (176 HRS)	\$ 0.00				
EXCESS HOURS BILLED AT			MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
\$ 0.01			\$0.01 per unit per hour		
RENTAL RATES ARE BASED ON HOUR METER USAGE					
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION		UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet		See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	BISMARCK DISTRICT OFFICE				
ADDRESS	218 SOUTH AIRPORT ROAD				
CITY	BISMARCK	STATE	ND	ZIP	58504-6003
CONTACT	GARY FEIST MAINTENANCE SUPT	PHONE NO	701-328-6950		

TERMS AND CONDITIONS

AGREEMENT

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

AMENDMENTS

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

TRANSPORTATION CHARGES

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

OPERATION OF EQUIPMENT

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

REPAIRS

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

WARRANTY

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT

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

LIABILITY

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

INSURANCE

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

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

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

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

TAXES

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

INSPECTION

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

TERMINATION

- a This agreement may be terminated by mutual consent of both parties or by either party upon 30 day's notice, in writing or delivered by certified mail or in person
- b In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee under any of the following conditions
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services The agreement may be modified unilaterally to accommodate a reduction in funds
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/19/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brad Jan	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darryl R. Asenolahl Sep Dir	01 MAY 2014

APPROVED as to execution this
1st day of May 2014
ATTORNEY GENERAL
By [Signature]
SPECIAL ASSISTANT ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc.	2014 / CASE IH	Puma 130	ZDBP04693	\$ 136,216.00		NPEC, Inc.
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc.	2014 / CASE IH	Maxxum 130	ZDBV19004	\$ 133,232.00		NPEC, Inc.
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc.	2014 / CASE IH	Puma 215	ZEB02590	\$ 215,957.00		NPEC, Inc.
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc.	2014 / CASE IH	Puma 160	ZEBP01817	\$ 167,128.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 170	ZEB01414 w/L775 YDWLT5067	\$ 181,185.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 185	ZEB022336 w/L775 YDWLT5072	\$ 199,226.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 170	ZEB01506 w/L765 YEWLR5023	\$ 207,174.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 145	ZEBP02438 w/L765 YEWLR5038	\$ 185,928.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 160	ZEBP01582 w/L765 YEWLR5047	\$ 180,686.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 160	ZEBP01751 w/L765 YEWLR5021	\$ 180,686.00		NPEC, Inc.
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 130	ZEBP02027 w/L765 YEWLR5043	\$ 165,298.00		NPEC, Inc.

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co , Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Jesse Steele, Titan Machinery	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-252-8200, jesse.steele@titanmachinery.com	701-328-4466

DATE	December 18, 2013	RENTAL TERM	BEGINS ON 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30 2014 2 April 30, 2015
RENTAL RATES	DAY (8HRS) \$ 0.00 WEEK (44HRS) \$ 0.00 MONTH (176 HRS) \$ 0.00 EXCESS HOURS BILLED AT \$ 0.01 * RENTAL RATES ARE BASED ON HOUR METER USAGE	TRANSPORTATION CHARGES IF APPLICABLE None	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$0 01 per unit per hour	METER READING OUT See Spreadsheet METER READING IN
EQUIPMENT WILL BE USED AT VALLEY CITY DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	VALLEY CITY DISTRICT OFFICE				
ADDRESS	1524 8 TH AVENUE SW				
CITY	VALLEY CITY	STATE	N D	ZIP	58072-4200
CONTACT	KENT KOSSE, MAINTENANCE	PHONE NO	701-845-8813		

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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

- a This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person
- b In addition Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brad Davis	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi	01 MAY 2014

APPROVED as to execution this
19th day of May 2014
BY _____
SPECIAL ASST. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
VALLEY CITY	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 160	ZEBP03594	\$ 177,124 00		Titan - Jmsn
VALLEY CITY	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 160	ZEBP03166	\$ 183,149 00		Titan - Jmsn
VALLEY CITY	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Puma 130	ZEBP03170/L765 YDWLR5172	\$ 174,169 00		Titan - Jmsn
VALLEY CITY	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc	2014 / CASE IH	Puma 145	ZEBP03172/L765 YCVWLR5086	\$ 181,068 00		Titan - Jmsn
VALLEY CITY	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc	2014 / CASE IH	Puma 145	ZEBP03583/L765 YDWLR5112	\$ 185,632 00		Titan - Jmsn
VALLEY CITY	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc	2014 / CASE IH	Puma 130	ZEBP03596/L765 YCVWLR55428	\$ 174,769 00		Titan - Jmsn

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co , Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Warren Swenseth, High Plains Equipment	Manlyn Langehaug, Purchasing Agent II
PHONE NO	701-662-7522, warrens@highplainseq.com	701-328-4466

DATE December 18, 2013		RENTAL TERM	BEGINS ON 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS)	\$ 0.00	None		See Spreadsheet
WEEK (44HRS)	\$ 0.00			
MONTH (176 HRS)	\$ 0.00	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
EXCESS HOURS BILLED AT	\$ 0.01	\$0.01 per unit per hour		
RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT DEVILS LAKE DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPT OF TRANSPORTATION				
	DEVILS LAKE DISTRICT OFFICE				
ADDRESS	316 6 TH ST S E				
CITY	DEVILS LAKE	STATE	N D	ZIP	58301-3628
CONTACT	LEON MARTINSON, MAINTENANCE	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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

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

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

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

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

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brad Jan	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darcy R Rosendahl Asst Dir	01 MAY 2014

APPROVED as to execution this
18th day of May 2014
ATTORNEY GENERAL
BY [Signature]
SPECIAL ASST. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer Order #
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 145 CVT	SIC780508	\$ 182,500.00	5	High Plains
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 160 CVT	SIC780847	\$ 178,000.00	5	High Plains
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Magnum 225 CVT	ZDRH03561	\$ 235,000.00	5	High Plains
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 180 CVT	ZDRH07629	\$ 215,000.00	5	High Plains
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 180 PS	ZERH01858	\$ 208,000.00	5	High Plains
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 210 CVT	ZERH01981	\$ 230,000.00	5	High Plains
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 210 CVT	ZERH01887	\$ 230,000.00	5	High Plains
DEVILS LAKE	Trm Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Farmall 105U	ZDJR21268	\$ 79,000.00	5	High Plains
DEVILS LAKE	Trm Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Farmall 105U	ZEJR00160	\$ 79,000.00	5	High Plains

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co , Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Dave Nesheim, Border Plains Equipment LLC	Manlyn Langehaug, Purchasing Agent II
PHONE NO	701-628-2950, david.nesheim@borderplains.com	701-328-4466

DATE	December 18, 2013		RENTAL TERM	BEGINS ON 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES			TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS)	\$ 0.00		None		See Spreadsheet
WEEK (44HRS)	\$ 0.00				
MONTH (176 HRS)	\$ 0.00				
EXCESS HOURS BILLED AT	\$ 0.01		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
* RENTAL RATES ARE BASED ON HOUR METER USAGE			\$0 01 per unit per hour		
EQUIPMENT WILL BE USED AT MINOT DISTRICT					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION		UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet		See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPT OF TRANSPORTATION				
	MINOT DISTRICT OFFICE				
ADDRESS	1305 HWY 2 BYPASS EAST				
CITY	MINOT	STATE	ND	ZIP	58701-7922
CONTACT	MONTE LEE, MAINTENANCE SUPT	PHONE NO	701-837-7625		

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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

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

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

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

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

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brian Davis	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darcy R. Rosendahl dep. Dir.	01 MAY 2014

APPROVED as to execution this
13 day of May 2014
ATTORNEY GENERAL
B. [Signature]
ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 170CVT	ZEBSD1286	\$ 175 000 00		Border Plains
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 170CVT	ZEBSD1286	\$ 175 000 00		Border Plains
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 170CVT	ZEBSD1282	\$ 175 000 00		Border Plains
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 170FFS	ZEBSD1673	\$ 165 000 00		Border Plains
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Puma 170FFS	ZEBSD1856	\$ 165 000 00		Border Plains
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Puma 145FFS	ZDBP22172	\$ 145 000 00		Border Plains
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 180CVT	ZERH01084	\$ 195 000 00		Border Plains
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC Inc	2014 / CASE IH	Magnum 180CVT	ZDRH08438	\$ 195 000 00		Border Plains

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co , Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Mike Riesinger, West Plains Inc	Manlyn Langehaug, Purchasing Agent II
PHONE NO	701-483-8741, mriesinger@westplains.com	701-328-4466

DATE December 18, 2013		RENTAL TERM 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1 2014 +/-	BEGINS ON 1 November 30, 2014 2 April 30, 2015	
RENTAL RATES DAY (8HRS) \$ 0.00 WEEK (44HRS) \$ 0.00 MONTH (176 HRS.) \$ 0.00 EXCESS HOURS BILLED AT \$ 0.01 * RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE None MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$0.01 per unit per hour	METER READING OUT See Spreadsheet METER READING IN	
EQUIPMENT WILL BE USED AT DICKINSON DISTRICT			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION	
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION				
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION			
	DICKINSON DISTRICT OFFICE			
ADDRESS	1700 3 RD AVE W SUITE 101			
CITY	DICKINSON	STATE	N D	ZIP 58601-3009
CONTACT	AARON AUER, MAINTENANCE SUPT	PHONE NO	701-227-6500	

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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

- a This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person
- b In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee under any of the following conditions
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Man J. Tyle	Owner
SIGNATURE	DATE
Man J. Tyle	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brad Dain	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darcy R. Rosendahl rep. Dir.	01 MAY 2014

APPROVED as to execution this
 15 day of May 2014
 ATTORNEY GENERAL
 By [Signature]
 SPECIAL AGT. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Orders
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc	2014 / CASE IH	Puma 160	ZEBP01548	\$ 158,000.00	5	West Plains
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc	2014 / CASE IH	Puma 160/765 loader	ZEBP01766YDWLR6087	\$ 176,000.00	5	West Plains
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC, Inc	2014 / CASE IH	Puma 145	ZEBP01325	\$ 125,000.00	5	West Plains
DICKINSON	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc.	2014 / CASE IH	Puma 145	ZEBP01327	\$ 125,000.00	5	West Plains

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co , Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Jan Rude, Titan Machinery, Grand Forks	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-775-8111, jan.rude@titanmachinery.com	701-328-4466

DATE	December 18, 2013	RENTAL TERM	BEGINS ON 1 Tractor May 1 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES	DAY (8HRS) \$ 0.00 WEEK (44HRS.) \$ 0.00 MONTH (176 HRS.) \$ 0.00 EXCESS HOURS BILLED AT \$ 0.01 RENTAL RATES ARE BASED ON HOUR METER USAGE	TRANSPORTATION CHARGES IF APPLICABLE None	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$0 01 per unit per hour	METER READING OUT See Spreadsheet METER READING IN
EQUIPMENT WILL BE USED AT GRAND FORKS DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION				
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION			
	GRAND FORKS DISTRICT OFFICE			
ADDRESS	1951 NORTH WASHINGTON PO BOX 13077			
CITY	GRAND FORKS	STATE	N D	ZIP 58208-3077
CONTACT	DALE BREIDENBACH MAINTENANCE SUPT	PHONE NO	701-787-6500	

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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

- a This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person
- b In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor or at such later date as may be established by Lessee, under any of the following conditions
 - 1) If Lessee funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

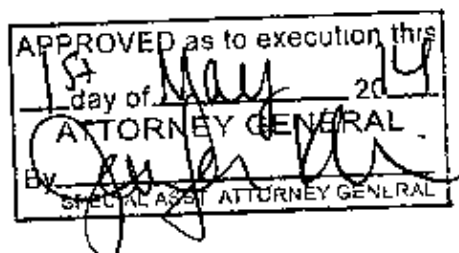
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota at the time the agreement was executed. All disputes arising from this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

MERGER AND WAIVER

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brian Dan	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darcy R. Barendahl, Rep. Dir.	01 MAY 2014



NDDOT District Location	Description	Vendor	Year & Make	Model	Serial Number	Value
GRAND FORKS	Agn Trctr w/Dual Rr Whls	Nrthrn Plns Equip	2014 Case IH	Magnum 250 CVT	Vehicle #12287904 June Deliv	\$ 309,660 00
GRAND FORKS	Agn Trctr w/Dual Rr Whls	Nrthrn Plns Equip	2014 Case IH	Magnum 280 CVT	Vehicle #12287905 June Deliv	\$ 331,252 00
GRAND FORKS	Agn Trctr w/Dual Rr Whls	Nrthrn Plns Equip	2014 Case IH	Magnum 310 CVT	Vehicle #12287910 June Deliv	\$ 354,347 00
GRAND FORKS	Agn Trctr w/Dual Rr Whls	Nrthrn Plns Equip	2014 Case IH	Magnum 340 CVT	Vehicle #12287911 June Deliv	\$ 376,850 00
GRAND FORKS	Agn Trctr w/Dual Rr Whls & Loader	Nrthrn Plns Equip	2014 Case IH	Farmall 95C	ZDIX50120	\$ 74,417 00
GRAND FORKS	Trim Tractor	Nrthrn Plns Equip	2014 Case IH	Magnum 240 CVT	ZERH05652	\$ 285,990 00
GRAND FORKS	Trim Tractor	Nrthrn Plns Equip	2014 Case IH	Puma 200 CVT	ZEBSD2643	\$ 201,871 00

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co., Inc.	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	David Anfinson, Border Plains Equipment LLC	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-774-0957, david.anfinson@borderplains.com	701-328-4466

DATE December 18, 2013		RENTAL TERM	BEGINS ON 1 Tractor May 1, 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS)	\$ 0.00	None		See Spreadsheet
WEEK (44HRS)	\$ 0.00			
MONTH (176 HRS)	\$ 0.00			
EXCESS HOURS BILLED AT	\$ 0.01	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
RENTAL RATES ARE BASED ON HOUR METER USAGE		\$0.01 per unit per hour		
EQUIPMENT WILL BE USED AT WILLISTON DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION				
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION			
	WILLISTON DISTRICT OFFICE			
ADDRESS	605 DAKOTA PARKWAY WEST, P O BOX 698			
CITY	WILLISTON	STATE	N D	ZIP 58802-0698
CONTACT	GARY SKARPHOL, MAINTENANCE SUPT	PHONE NO	701-774-2700	

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 it is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES

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

INSPECTION

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

TERMINATION

- a This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice in writing or delivered by certified mail or in person
- b In addition Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked

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

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

LESSEE AGREES TO

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

PURCHASE ORDER

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

RENTAL PAYMENTS

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

LATE PAYMENTS

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

EXTENDED RENTAL PERIOD

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

REQUEST FOR BID

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

GOVERNING LAW AND VENUE

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

MERGER AND WAIVER

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

LESSOR (Vendor) TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT) <i>Marc J. Taylor</i>	TITLE <i>Owner</i>
SIGNATURE <i>Marc J. Taylor</i>	DATE <i>2/14/2014</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY <i>Bred Sam</i>	DATE <i>4-29-14</i>
AGENCY DIRECTOR SIGNATURE <i>Grant Levi</i> <i>Darryl R. Rosendahl</i> Dep Dir.	DATE <i>01 MAY 2014</i>

APPROVED as to execution this	
<i>15</i>	day of <i>May</i> , 20 <i>14</i>
BY <i>[Signature]</i>	
SPECIAL ASST. ATTORNEY GENERAL	

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 145 CVT	ZEBP01690	\$ 167,037.00		Border Plains
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 170 CVT	ZEB001253	\$ 196,662.00		Border Plains
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Puma 160 CVT	ZEBP01776	\$ 179,473.00		Border Plains
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	NPEC Inc	2014 / CASE IH	Maxxum 140	ZEBE01566	\$ 135,996.00		Border Plains
WILLISTON	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	NPEC, Inc	2014 / CASE IH	Maxxum 140 / L765	ZEBE02598 / YDWLR5209	698.00 / \$17,843.00		Border Plains

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Northern Plains Equipment Co., Inc	N D Department of Transportation
ADDRESS	P O Box 804	608 E Boulevard Avenue
CITY STATE ZIP CODE	Mandan, ND 58554	Bismarck, ND 58505-0700
CONTACT	Jay Opoien, Titan Machinery, Casselton	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-347-4671, jay.opoien@titanmachinery.com	701-328-4466

DATE December 18, 2013		RENTAL TERM	BEGINS ON 1 Tractor May 1 2014 +/- 2 Tractor w/loader May 1, 2014 +/-	ENDS ON 1 November 30, 2014 2 April 30, 2015
RENTAL RATES DAY (8HRS) \$ 0.00 WEEK (44HRS) \$ 0.00 MONTH (176 HRS) \$ 0.00 EXCESS HOURS BILLED AT \$ 0.01 RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE None		METER READING OUT See Spreadsheet
		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$0.01 per unit per hour		METER READING IN
EQUIPMENT WILL BE USED AT FARGO DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 Case IH	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	FARGO DISTRICT OFFICE				
ADDRESS	503 - 38 TH ST SOUTH				
CITY	FARGO	STATE	ND	ZIP	58103-1198
CONTACT	TROY GILBERTSON OR BRUCE NORD, MAINTENANCE		PHONE NO	701-239-8904 OR 239-8909	

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:

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- 1) Any deductible or self-insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it 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.

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT)	TITLE
Marc J. Taylor	Owner
SIGNATURE	DATE
Marc J. Taylor	2/14/2014

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY	DATE
Brad Dan	4-29-14
AGENCY DIRECTOR SIGNATURE	DATE
Grant Levi Darcy R. Rosendahl Dep Dir	01 MAY 2014

APPROVED as to execution this
1st day of May 2014
ATTORNEY GENERAL
By: [Signature]
SPECIAL ATTORNEY GENERAL

NDDOT District Location	Description	Vendor	Year & Make	Model	Serial Number	Value
FARGO	Agri Trctr	Nrthrn Plns Equip	2014 Case IH	MAGNUM 280 CVT T4B	ZERF05370	\$ 258,454 51
FARGO	Agri Trctr	Nrthrn Plns Equip	2014 Case IH	MAGNUM 310 CVT T4B	ZERF05611	\$ 258,454 51
FARGO	Trim Tractor	Nrthrn Plns Equip	2014 Case IH	Farmall 105 U	ZEIR02540	\$ 79,000 00