

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50180006

Bid Number: 975-34-18-050	Bid Opening Date & Time: 01/18/2018 02:00 PM
Items: Compact Track Loader Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 05/01/2018 TO 04/30/2019	Date Prepared: 01/02/2018

BID RESPONSE

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

CONTRACT

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

Vendor Name <i>Swanston Equipment</i>	Vendor Address <i>3450 W. Main Ave Fargo, ND 58103</i>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <i>Swanston Equipment</i>		
Mailing Address <i>3450 W. Main Ave Fargo, ND 58103</i>		
Telephone Number <i>701-293-7325</i>	Fax Number <i>701-293-9468</i>	E-mail Address <i>molly.swanston@swanston.com</i>

CHRIS SHEA VP

Name & Title (Type or Print)

Chris Shea

Signature

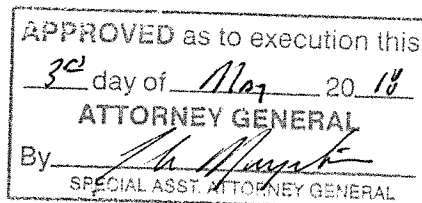
1-3-18

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 <i>Ronald J. Henke</i>	Date <i>5/4/18</i>
Recommended for approval <i>Brad</i>	Date <i>5-2-18</i>
Approximate contract amount \$ <i>72,000.00</i>	



CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 975-34-18-050
BID OPENING DATE/TIME – January 18, 2018; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
2. **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.
3. **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.
4. **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.
5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
7. **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.
8. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.

9. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business January 9, 2018. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **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.

12. **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. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **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).

14. **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.

15. **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.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

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. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

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

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

22. **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.

23. **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.

24. **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.

25. **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. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

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

- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

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

28. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services

that deviate from these specifications or have any objections to the specifications stated 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.

30. **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.

31. **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 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

32. **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.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **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.

34. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by 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. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

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

3. **Billing and Payment Procedures.** Invoices are to be submitted to the individual districts. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

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

4. **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.

5. **Compliance with Laws.** 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.

6. **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.

7. **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.

8. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period.

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

10. **Contract Termination.**

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

obligations or liabilities of either party already accrued prior to such termination.

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

10. **Contract Volume.** The quantities to be rented as indicated herein are best estimates. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. NDDOT reserves the right to vary actual purchases from those indicated based on actual need. The successful bidder(s) will be required to fulfill purchase order requirements.

11. **Delivery.** NDDOT requests delivery of the units not later than May 1, 2017. 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 the receiving NDDOT district(s).

12. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.

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

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

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

14. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

15. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

16. **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.

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

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

16. **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. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

17. **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.

BIDDER CHECKLIST

HAVE YOU REMEMBERED TO?

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

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
COMPACT TRACK LOADERS**

The intent of this bid specification is to request pricing for the rental of compact track loaders for general highway maintenance operations. The compact track loader shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be 12 months. The rental units shall be delivered no later than May 1st of 2018 and returned by April 30± 2019. All Equipment unit serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below. The quantities are estimates and could change depending on pricing. The department may not rent the compact track loaders depending on the bid pricing. This will be determined once the bids are received. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site and meets the specification.

Rented compact track loaders to be used for an estimated 200 engine hours during the rental period of 12 months. Additional hours over specified amount shall be invoiced at the quoted hourly rate. Minimum payment for each piece shall be the hourly rate times the estimated usage of 200 hours. (\$Hourly Rate as bid x 200 hours = Minimum payment per unit).

Lessee will carry physical damage insurance on the compact track loaders. Lessee will accept responsibility for any breakage due to negligence done by them. Compact track loaders will have normal wear and tear from general use when returned. The dealer and DOT representative must agree on any excessive damage within 10 working days of the return of the equipment. 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 rented equipment clean. Compact track loaders out of service for five working days or more shall require a replacement unit 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 compact track loaders. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on the compact track loaders cleanliness, and basic operation to prevent damage to the equipment unit.

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

Compact Track Loader

As a minimum, each unit shall be equipped with:

	COMPLY		COMMENTS
	YES	NO	
Minimum of 74 HP diesel engine, can be larger	<u>X</u>	_____	_____
Track machine, must be factory installed rubber tracks	<u>X</u>	_____	_____
Deluxe cab, ROPS, air conditioning/heat	<u>X</u>	_____	_____
Standard Instrumentation	<u>X</u>	_____	_____
Rearview mirror inside cab	<u>X</u>	_____	_____
Bobcat brand machine to have both 7 Pin and 14 pin electrical connectors to interface with Bobcat brand attachments	<u>X</u>	_____	_____
Hour meter, must only mark time when engine is running	<u>X</u>	_____	_____
Suspension seat	<u>X</u>	_____	_____
Two speed drive	<u>X</u>	_____	_____
Auxiliary front hydraulic outlets	<u>X</u>	_____	_____
High flow hydraulics with a minimum flow of 31GPM	<u>X</u>	_____	_____
Vertical lift system	<u>X</u>	_____	_____
Engine and hydraulic 120V heaters	<u>X</u>	_____	_____
Back up alarm	<u>X</u>	_____	_____
Must provide standard bucket same width as tracks	<u>X</u>	_____	_____
Headlights, warning and tail lights, manufacturers standard	<u>X</u>	_____	_____
Full warranty throughout the rental period	<u>X</u>	_____	_____

The compact track loaders shall be delivered and training provided at the following locations:

3 each	Bismarck, ND
2 each	Valley City, ND
2 each	Devils Lake, ND
1 each	Dickinson, ND
1 each	Fargo, ND

BIDDER



BIDDER'S PREFERRED DELIVERY DISTRICT(S)

DISTRICT	QTY	CONFIGURATION	BIDDER'S PREFERENCE FOR DELIVERY (YES, NO, OR N/A)
BISMARCK	3	TRACK	<u>yes</u>
VALLEY CITY	2	TRACK	<u>yes</u>
DEVILS LAKE	2	TRACK	<u>yes</u>
DICKINSON	1	TRACK	<u>yes</u>
FARGO	1	TRACK	<u>yes</u>

BIDDER PREFERS TO PROVIDE TO ALL DISTRICTS FOR ALL ITEMS? YES ☒ NO ☐

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

ITEM NO. 1 COMPACT TRACK LOADER 9 EACH

\$ 40⁰⁰ /HOUR*
200 hour minimum

YEAR/MAKE: 2018 Bobcat MODEL: T650

BIDDER

Chris Shea

ITB 975-34-18-050, Compact Track Loader Rental

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

PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)

PRIMARY CONTACT NAME Bobcat of Fargo - Steve Krupich
BUSINESS NAME: Bobcat of Fargo
MAILING ADDRESS: 3450 Main Ave
CITY & STATE: Fargo, ND ZIP CODE: 58103
PHONE NUMBER: 701-293-7325 TOLL FREE: _____
FAX NUMBER: 701-293-9468 EMAIL: sKrupich@swanston.com

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

SERVICE CONTACT NAME David Dinneen
BUSINESS NAME: Bobcat of Mandan
SERVICE ADDRESS: 4209 Memorial Hwy
CITY & STATE: Mandan, ND ZIP CODE: 58554
PHONE NUMBER: 701-663-0903 TOLL FREE: _____
FAX NUMBER: 701-663-6306 EMAIL: david@bobcatofmandan.com

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

SERVICE CONTACT NAME Steve Krupich
BUSINESS NAME: Bobcat of Fargo
SERVICE ADDRESS: 3450 Main Ave
CITY & STATE: Fargo, ND ZIP CODE: 58103
PHONE NUMBER: 701-293-7325 TOLL FREE: _____
FAX NUMBER: 701-293-9468 EMAIL: sKrupich@swanston.com

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

SERVICE CONTACT NAME Shelby Vasichuk
BUSINESS NAME: Bobcat of Devils Lake
SERVICE ADDRESS: 705 12th Ave SE
CITY & STATE: Devils Lake, ND ZIP CODE: 58301
PHONE NUMBER: 701-662-5331 TOLL FREE: _____
FAX NUMBER: 701-544-0201 EMAIL: shelbyv@gpironhide.com

BIDDER Chris Shea

ITB 975-34-18-050, Compact Track Loader Rental

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

SERVICE CONTACT NAME Bennie Skalicky
BUSINESS NAME: Swanston Equipment
SERVICE ADDRESS: 3915 Burdick Expressway East
CITY & STATE: Minot, ND ZIP CODE: 58701
PHONE NUMBER: 701-837-9901 TOLL FREE: _____
FAX NUMBER: 701-837-9904 EMAIL: bennie.skalicky@swanston.com

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

SERVICE CONTACT NAME Tom Folske
BUSINESS NAME: West Plains
SERVICE ADDRESS: 3484 I 94 Business Loop E
CITY & STATE: Dickinson, ND ZIP CODE: 58601
PHONE NUMBER: 701-483-8741 TOLL FREE: _____
FAX NUMBER: 701-483-8742 EMAIL: tom.folske@westplains.com

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

SERVICE CONTACT NAME Travis Dearing
BUSINESS NAME: Bobcat of Grand Forks
SERVICE ADDRESS: 3903 Gateway Drive
CITY & STATE: Grand Forks, ND ZIP CODE: 58203
PHONE NUMBER: 701-772-5006 TOLL FREE: _____
FAX NUMBER: 701-772-5014 EMAIL: travisd@goironhide.com

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

SERVICE CONTACT NAME NA
BUSINESS NAME: _____
SERVICE ADDRESS: _____
CITY & STATE: _____ ZIP CODE: _____
PHONE NUMBER: _____ TOLL FREE: _____
FAX NUMBER: _____ EMAIL: _____

BIDDER Chris Shea

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

SERVICE CONTACT NAME Steve Krupich

BUSINESS NAME: Bobcat of Fargo

SERVICE ADDRESS: 3450 Main Ave

CITY & STATE: Fargo, ND ZIP CODE: 58103

PHONE NUMBER: 701-293-7325 TOLL FREE: _____

FAX NUMBER: 701-293-9468 EMAIL: skrupich@swanston.com

BIDDER Chris Shea

Main Office

3450 Main Avenue
Fargo, ND 58103
Phone (701) 293-7325
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**Branch Office**

3915 Burdick Expressway East
Minot, ND 58703
Phone (701) 837-9901
FAX (701) 837-9904
minot@swanston.com
www.swanston.com

North Dakota Department of Transportation
Attn: Vanessa Brosten
608 East Boulevard Avenue
Bismarck, ND 58505

Re: Compact Track Loader Rental

Swanston Equipment continues its partnership with various Bobcat Dealers across the state of North Dakota to maximize the Department of Transportation uptime. As in the past, all servicing Bobcat Dealers are equipped with field service vehicles and replacement units on hand in the event repairs are needed.

For any and all questions, please reach out to me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Shea". The signature is fluid and cursive, with a large loop at the end.



Product Quotation

Quotation Number: 26143D026170

Date: 2018-01-03 11:02:47

Ship to	Bobcat Dealer	Bill To
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION Attn: VANESSA BROSTEN 608 EAST BOULEVARD AVENUE BISMARCK, ND 58505 Phone: (701) 328-4466	Bobcat of Fargo, a Division of Swanston Equipment, 3450 WEST MAIN AVENUE FARGO ND 58103-1229 Phone: (701) 293-7325 Fax: (701) 293-9468 ----- Contact: Molly Swanston Phone: 7013884396 E Mail: molly.swanston@swanston.com	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION Attn: VANESSA BROSTEN 608 EAST BOULEVARD AVENUE BISMARCK, ND 58505 Phone: (701) 328-4466

Description	Part No	Qty	Price Ea.	Total
T650 T4 Bobcat Compact Track Loader	M0271	1	\$60,659.00	\$60,659.00
74 HP Tier 4 Turbo Diesel Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471			
Cylinder Cushioning - Lift, Tilt	Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Engine/Hydraulic Systems Shutdown	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Glow Plugs (Automatically Activated)	Solid Mounted Carriage with 4 Rollers			
Horn	Spark Arrestor Exhaust System			
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	Tracks: Rubber, 12.6" wide			
Lift Arm Support	Machine Warranty: 12 Months, unlimited hours			
	Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
A91 Option Package	M0271-P01-A91	1	\$10,113.00	\$10,113.00
Cab enclosure with Heat and AC	Deluxe Instrument Panel			
High Flow Hydraulics	Keyless Start			
Sound Reduction	Attachment Control Kit			
Hydraulic Bucket Positioning	Cab Accessories Package			
Power Bob-Tach	3-Point Seat Belt			
Two Speed Travel				
Selectable Joystick Controls (SJC)	M0271-R01-C04	1	\$945.00	\$945.00
Heated Air Ride Suspension Seat - Cloth	M0271-R05-C12	1	\$436.00	\$436.00
17.7" Rubber Track	M0271-R09-C02	1	\$1,494.00	\$1,494.00
Roller Suspension Carriage	M0271-R21-C13	1	\$1,638.00	\$1,638.00
Radio	M0271-R26-C02	1	\$417.00	\$417.00
Reversing Fan	M0271-R32-C02	1	\$495.00	\$495.00
Automatic Ride Control	M0271-R33-C02	1	\$595.00	\$595.00
Telematics US	M0271-R51-C02	1	\$0.00	\$0.00
80" C/I Heavy Duty Bucket	6726344	1	\$1,574.00	\$1,574.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$170.61	\$170.61
Attachment Control Kit, 14-Pin (G-, K-, M- and M2-Series Loaders)	6733136	1	\$545.03	\$545.03
Description	Part No	Qty	Price Ea.	Total
Rear View Mirror		1	\$150.00	\$150.00

Total of Items Quoted	\$79,231.64
Dealer P.D.I.	\$200.00
Freight Charges	\$329.00
Dealer Assembly Charges	\$230.00
Discount NDDOT Discount	(\$28,523.39)
Quote Total - US dollars	\$51,467.25

Notes:

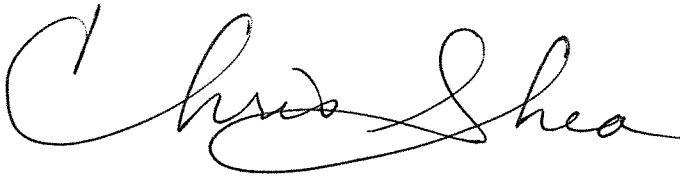
All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



1-3-18

COMPACT TRACK LOADER

Vertical Lift Arm Path

2570 lbs.

RATED OPERATING CAPACITY

EFFECTIVE JUNE 1, 2017

For the most up-to-date Bid Specs go to BobcatNET >>Compact Track Loaders>>T650>Bid Specs

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

****SPECIFICATION(S) ARE BASED ON ENGINEERING CALCULATIONS AND ARE NOT ACTUAL MEASUREMENTS. SPECIFICATION(S) ARE PROVIDED FOR COMPARISON PURPOSES ONLY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. SPECIFICATION(S) FOR YOUR INDIVIDUAL BOBCAT EQUIPMENT WILL VARY BASED ON NORMAL VARIATIONS IN DESIGN, MANUFACTURING, OPERATING CONDITIONS, AND OTHER FACTORS.***

COMPACT TRACK LOADER

Vertical Lift Arm Path

2570 lbs.

RATED OPERATING CAPACITY

DIMENSIONAL SPECIFICATIONS

Angle of Departure	29°
Dump Angle @ Maximum Height	37°
Dump Height with Standard Bucket	96.3" (2447 mm)
Reach @ Maximum Height	34.2" (870 mm)
Ground Clearance	7.3" (185 mm)
Height to Hinge Pin	124" (3149 mm)
Cab Height	81.3" (2065 mm)
Length without Attachment	108.4" (2753 mm)
Length with Standard Bucket	136.8" (3474 mm)
Overall Operating Height	158.5" (4026 mm)
Carry Position	8.6" (218 mm)
Rollback Angle @ Carry Position	31°
Turning Radius with Standard Bucket	87.7" (2228 mm)
Length of Track on Ground	58.5" (1486 mm)
Overall Width 12.6" Tracks	72.9" (1851 mm)
Bucket Width	74" (1880 mm)
Overall Width 17.7" Tracks	78" (1981 mm)
Bucket Width	80" (2032 mm)

PERFORMANCE

	Solid-Mounted Undercarriage	Roller Suspension Undercarriage (Optional)
Rated Operating Capacity (per ISO 14397-1)	2570 lbs. (1166 kg)	2470 lbs. (1120 kg)
Rated Operating Capacity with Counterweight Option		
With 200 lb. Weight Kit	2670 lbs. (1211 kg)	2570 lbs. (1166 kg)
With 300 lb. Weight Kit	2745 lbs. (1245 kg)	2645 lbs. (1200 kg)
Tipping Load (per ISO 14397-1)	7343 lbs. (3331 kg)	7057 lbs. (3201 kg)
Operating Weight (SAE J732)	9113 lbs. (4134 kg)	9339 lbs. (4236 kg)
Travel Speed	6.2 mph (10.0 km/hr)	6.2 mph (10.0 km/hr)
Travel Speed – 2 Speed Option		
Low Range	6.2 mph (10.0 km/hr)	6.2 mph (10.0 km/hr)
High Range	10.0 mph (16.1 km/hr)	10.0 mph (16.1 km/hr)
Lift Breakout Force	6900 lbs. (3130 kg)	
Tilt Breakout Force	6960 lbs. (3157 kg)	
Push Force	7273 lbs. (3299 kg)	8063 lbs. (3657 kg)
Ground Pressure with 12.6" Tracks	5.7 psi (0.039 MPa)	5.8 psi (0.040 MPa)
Ground Pressure with 17.7" Track	4.1 psi (0.028 MPa)	4.2 psi (0.029 MPa)

*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818 for crawler loaders

ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 74.0 hp (55.2 kW) at 2600 governed RPM.
- Loader engine shall have minimum torque of 206.5 lbf-ft (280 N-m) at 1800 RPM.
- Engine displacement shall be no more than 146.0 in³ (2.39L).
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Loader shall have a reversing cooling fan option. Reversing fan shall include three modes:
 - Off
 - Manual Operation: Operator can momentarily reverse fan direction as desired
 - Automatic Operation: Loader will reverse the fan automatically based on fluid temperatures
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Spark arrestor device, dual element air cleaner and glow plug cold weather assist shall be provided as standard equipment.
 - Cold weather assist shall be automatically activated.
 - Air cleaner shall be a dry replaceable cartridge with safety element and pre-cleaner.
 - Air intake pre-cleaner shall be included in the air cleaner housing.
 - An additional system shall be available as an option to increase pre-cleaner efficiency.
- Fuel recirculation system that can bypass fuel cooler to aid in cold weather operation shall be standard equipment.
- Loader shall limit engine RPM until specified engine operating temperature is attained to protect engines from premature wear due to cold temperatures.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a Diesel Oxidation Catalyst (DOC).
- Engine shall utilize an Engine Gas Recirculation (EGR) system.
- The loader's fuel injection system shall include a High Pressure Common Rail (HPCR).
- Fuel filter shall have a 4 micron C rating at 99.6% efficiency.
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 1000 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 4.02 hp (3.0 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

DRIVE SYSTEM

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
- Undercarriage shall be solid mounted to loader main frame.
 - Shall use 4 triple flange forged steel rollers per side.
 - Shall use single flange forged steel rear idlers.
 - Shall use dual flange forged steel front idlers.
 - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
 - Shall use austempered ductile iron sprockets.
 - Grease cylinder shall be used for adjustment.
 - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a suspension undercarriage available as an option that includes:
 - Shall have 4 suspended triple flange forged steel rollers per side.
 - Shall use single flange forged steel rear idlers.
 - Shall use dual flange forged steel front idlers.
 - Shall have an all steel suspension design.
 - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
 - Shall use austempered ductile iron sprockets.
 - Grease cylinder shall be used for adjustment.
 - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 12.6" rubber tracks
17.7" rubber tracks

HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 30.5 gpm (115.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
 - Shall include flush-face pressure release quick couplers.
 - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
 - Lift spool shall include a detent position for lift arm float function.
 - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
 - Valve shall allow tilt to function when auxiliary hydraulics are at relief.
- Cylinders shall be a double-acting type.
 - Dual tilt cylinders shall have a cushioning feature on dump and roll back.
 - Dual lift cylinders shall have a cushioning feature on lift arm down.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Hydraulic filter shall be a cartridge style design.
- Hydraulic oil level sight gauge shall be easily visible from the loader outside.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be integrated into the lift arm front and must be protected with steel guarding.
- A feature for relieving pressure from the auxiliary hydraulics circuit shall be provided by pressing in and holding the quick couplers.
- Shall have rear auxiliary hydraulics as an option and include.
 - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
 - Shall include on/off switch inside operator cab.
- Automatic Ride control shall be available as an option.
 - Shall be automatically activated and deactivated based on the lift cylinder hydraulic pressure
 - Shall include on/off switch inside operator cab.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- Shall have inertia welded rods and bases at the end of the cylinders.
- Cylinders shall meet the following minimum specifications:

<u>Function</u>	<u># of Cylinders</u>	<u>Bore Diameter</u>	<u>Rod Diameter</u>	<u>Stroke</u>
Lift	2	3.00" (76.2 mm)	1.75" (44.5 mm)	24.93" (633.2 mm)
Tilt	2	3.00" (76.2 mm)	1.50" (38.1 mm)	13.74" (349.0mm)

OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
 - Standard- Shall be controlled by separate adjustable foot pedals.
 - Optional- Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
 - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
 - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
 - Steering Drift Compensation shall be available on SJC equipped loaders to compensate for normal variations such as track tension and wear, driving on uneven terrain such as crowned road surfaces and when using side shift attachments such as trenchers.
 - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
 - Optional Auto Idle shall be available on SJC equipped loaders to automatically reduce the engine speed to idle after a set time interval of loader drive and/or hydraulic inactivity.
 - Auto Idle shall be turned on or off with the press of a button.
 - The time interval before the engine speed reduces to idle shall be adjustable from 4 to 250 seconds on loaders equipped with deluxe loader instrumentation.
- Lift and Tilt Compensation shall be available on SJC and ACS equipped loaders to adjust the lift and tilt control sensitivity.
- An optional Radio Remote Control Kit shall be available for SJC equipped loaders. The kit shall allow the operator to safely start the loader engine and operate the drive, lift, tilt and auxiliary hydraulic functions of the loader using a Radio Remote Control Transmitter.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Electrical switches on the steering levers or joystick handles shall activate turn signals, all attachment control functions, continuous flow control for auxiliary hydraulics, front horn and two-speed control.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
 - Shall have the capability to be used in colder temperatures to aid in defrosting.
- Cab heat shall be available as an option without changing loader profile.
 - Heater system shall have a minimum BTU output of 33,000 BTU.
- Front door shall be a one piece curved design that opens to the side opposite of the auxiliary quick couplers.
- Enclosed cab shall be pressurized to 0.1 inches of water.
- A suspension seat shall be standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder kit shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional Selectable Joystick Control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Intermittent front wiper shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
 - Front operating lights shall be halogen with minimum output of 175 watts.
- Side light kit shall be available as an option.
 - Side light kit shall include 2 LED light bars with a minimum output of 800 lumens per side.
- Side windows shall be mounted on the outside of the cab with the ability to be locked in open and/or closed positions.
- Side and rear window defrost shall be provided in the heat or air conditioned options.
- An FM/AM Radio shall be available as an option.
 - Radio shall be located in front of the operator.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.
- Shall meet ISO 5006:2006: *Earth-moving Machinery. Operator's Field of View. Test Method and Performance Criteria* without aides such as rear view mirrors.

CAPACITIES

Fuel Tank shall have a minimum capacity of 43.9 gal. (166.4 L).
Cooling System without heater shall have a minimum capacity of 3.0 gal. (11.4 L).
Cooling System with heater shall have a minimum capacity of 3.1 gal. (11.8 L).
Hydraulic Reservoir shall have a minimum capacity of 2.7 gal. (10.2 L).
Hydrostatic System shall have a minimum capacity of 11.9 gal. (45 L).

STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

Gauges

- Engine Coolant Temp
- Fuel Level

Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

DELUXE LOADER INSTRUMENTATION

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

Additional Displays for:

- Coolant Temperature & Oil Pressure
- Engine RPM
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control

Additional Features:

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock
- Metric and English Capabilities

ATTACHMENTS

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator in two minutes or less.
- The quick change mechanism will incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Powered hydraulic quick change mechanism shall be activated by non-locking two-way rocker switch to raiser and lower attachment levers.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit (Attachment Control Kit – ACK) shall be provided which will control all available attachments.
- Attachment Control unit shall not use mechanical relays.
- Shall be equipped with standard flow hydraulics as standard equipment.
- High flow hydraulics shall be available as optional equipment.
- No attachments will require more than three hydraulic hoses and one electrical line for operation.

SERVICEABILITY

- Engine shall be transversely mounted to provide easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen.
 - Air cleaner
 - Alternator
 - Battery
 - Cooling system (engine oil and hydraulic oil coolers) for cleaning
 - Engine oil and fuel filters
 - Engine oil drain and dipstick
 - Starter
 - Air Conditioning Compressor
- Easy access shall be available to all lift arm grease points.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- A rear bumper shall extend beyond the tailgate to protect the tailgate from damage.
- Tailgate shall be constructed of ¼" thick solid steel with no holes or slots.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system components.
- Shall have a single-plane lift arm design to minimize side-to-side movement resulting in less wear.
 - All lift arm pivot points align in a single plane.
- Tilt cylinder shields shall be available as optional equipment to provide additional protection to the tilt cylinders and hoses.

SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Emergency exit provided through front door accessed via orange colored handles or back window accessed via orange tag.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise $\frac{1}{4}$ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warnings by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Rear operating lights shall be mounted to the tailgate and shall be recessed to minimize damage.
 - Rear operating lights shall include backup lights and red colored taillights.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher shall be available as an option.
- Shall have one single or four point lift kits available for lifting the loader without affecting rollover and falling object protection features of the operator cab.

TRAINING RESOURCES

- A comprehensive Compact Track Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

SAMPLE DOCUMENT**EQUIPMENT RENTAL AGREEMENT**

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

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

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

BILL TO INFORMATION				
NAME				
ADDRESS				
CITY	STATE		ZIP	
CONTACT	PHONE NO			

TERMS AND CONDITIONS**AGREEMENT:**

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


AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

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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:

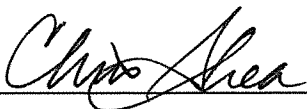
- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor 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:

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The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-6002432.

INSPECTION:

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

TERMINATION:

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 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.

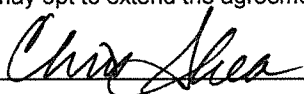
LATE PAYMENTS:

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.

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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:

SAMPLE DOCUMENT

BIDDER Chris Shea

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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: _____

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

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



EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	N.D. Department of Transportation
ADDRESS	3450 W. Main Avenue	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Fargo, ND 58103	Bismarck, ND 58505-0700
CONTACT	Molly Swanston	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-293-7325; molly.swanston@swanston.com	701-328-4466

DATE : <div>January 25, 2018</div>		RENTAL TERM	BEGINS ON <div>May 1, 2018</div>	ENDS ON <div>April 30, 2019</div>
RENTAL RATES DAY (8HRS.) \$ <u>0.00</u> WEEK (44HRS.) \$ <u>0.00</u> MONTH (176 HRS.) \$ <u>0.00</u> EXCESS HOURS BILLED AT \$ <u>0.00</u> * RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE None MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$40.00 per unit per hour 200 hour minimum		METER READING OUT See Spreadsheet METER READING IN
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	See Spreadsheet	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	N.D.	ZIP 58504-6003
CONTACT	DEAN SCHLOSS, MAINTENANCE SUPT.	PHONE NO	701-328-6952	

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 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>CHRIS SHEA</i>	TITLE: <i>VP</i>
SIGNATURE: <i>Chris Shea</i>	DATE: <i>5-2-18</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>[Signature]</i>	DATE: <i>5-2-18</i>
AGENCY DIRECTOR SIGNATURE: <i>RONALD J. HENKE</i> <i>[Signature]</i>	DATE: <i>5/4/18</i>

APPROVED as to execution this <i>30</i> day of <i>May</i> 20 <i>18</i> ATTORNEY GENERAL By <i>[Signature]</i> SPECIAL ASST. ATTORNEY GENERAL
--

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	N.D. Department of Transportation
ADDRESS	3450 Main Avenue	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Fargo, ND 58103	Bismarck, ND 58505-0700
CONTACT	Molly Swanston	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-293-7325, molly.swanston@swanston.com	701-328-4466

DATE : <div>January 25, 2018</div>		RENTAL TERM	BEGINS ON <div>May 1, 2018</div>	ENDS ON <div>April 30, 2019</div>
DAY (8HRS.) <div>RENTAL RATES</div> <div>\$ 0.00</div>		TRANSPORTATION CHARGES IF APPLICABLE <div>None</div>		METER READING OUT <div>See Spreadsheet</div>
WEEK (44HRS.) <div>\$ 0.00</div>		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		
MONTH (176 HRS.) <div>\$ 0.00</div>		\$40.00 per unit per hour 200 hour minimum		METER READING IN
EXCESS HOURS BILLED AT <div>\$ 0.00</div>				
* 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	See Spreadsheet	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	MIKE PIKE, 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 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:

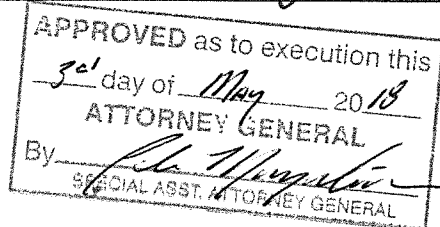
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this 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>CHRIS SHEA</i>	TITLE: <i>VP</i>
SIGNATURE: <i>Chris Shea</i>	DATE: <i>5-2-18</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Brad Jan</i>	DATE: <i>5-2-18</i>
AGENCY DIRECTOR SIGNATURE: <i>Ronald J. Henke</i> RONALD J. HENKE	DATE: <i>5/4/18</i>



EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	N.D. Department of Transportation
ADDRESS	3450 Main Avenue	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Fargo, ND 58103	Bismarck, ND 58505-0700
CONTACT	Molly Swanston	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-293-7325, molly.swanston@swanston.com	701-328-4466

DATE : <div>January 25, 2018</div>		RENTAL TERM	BEGINS ON <div>May 1, 2018</div>	ENDS ON <div>April 30, 2019</div>
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	\$ <u>0.00</u>	None		See Spreadsheet
WEEK (44HRS.)	\$ <u>0.00</u>			
MONTH (176 HRS.)	\$ <u>0.00</u>	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
EXCESS HOURS BILLED AT	\$ <u>0.00</u>	\$40.00 per unit per hour 200 hour minimum		
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT DICKINSON DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	See spreadsheet	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	701-227-6526		

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 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>CHRIS SHEA</i>	TITLE : <i>VP</i>
SIGNATURE: <i>Chris Shea</i>	DATE : <i>5-2-18</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY : <i>Brad [Signature]</i>	DATE : <i>5-2-18</i>
AGENCY DIRECTOR SIGNATURE: <i>[Signature]</i> RONALD J. HENKE	DATE: <i>5/4/18</i>

for file

APPROVED as to execution this <i>30th</i> day of <i>May</i> 20 <i>18</i> ATTORNEY GENERAL By <i>[Signature]</i> SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	N.D. Department of Transportation
ADDRESS	3450 Main Avenue	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Fargo, ND 58103	Bismarck, ND 58505-0700
CONTACT	Molly Swanston	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-293-7325, molly.swanston@swanston.com	701-328-4466

DATE : January 25, 2018		RENTAL TERM	BEGINS ON May 1, 2018	ENDS ON April 30, 2019
RENTAL RATES DAY (8HRS.) \$ <u>0.00</u> WEEK (44HRS.) \$ <u>0.00</u> MONTH (176 HRS.) \$ <u>0.00</u> EXCESS HOURS BILLED AT \$ <u>0.00</u> * RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE None MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$40.00 per unit per hour 200 hour minimum		METER READING OUT See Spreadsheet 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	See Spreadsheet	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	N.D.	ZIP	58103-1198
CONTACT	TROY GILBERTSON, MAINTENANCE	PHONE NO	701-239-8904		

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:

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LIABILITY:

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

INSURANCE:

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

- 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.
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TAXES:

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 - 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:

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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>CHRIS SHEA</i>	TITLE : <i>VP</i>
SIGNATURE : <i>Chris Shea</i>	DATE : <i>5-2-18</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY : <i>Brad, Dan</i>	DATE : <i>5-2-18</i>
AGENCY DIRECTOR SIGNATURE : <i>Donald J. Henke</i>	DATE : <i>5/4/18</i>

Go for the

APPROVED as to execution this <i>30th</i> day of <i>May</i> 20 <i>18</i> ATTORNEY GENERAL By <i>[Signature]</i> SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	N.D. Department of Transportation
ADDRESS	3450 Main Avenue	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Fargo, ND 58103	Bismarck, ND 58505-0700
CONTACT	Molly Swanston	Vanessa Brosten, Purchasing Agent II
PHONE NO	701-293-7325,molly.swanston@swanston.com	701-328-4466

DATE : <div>January 25, 2018</div>		RENTAL TERM	BEGINS ON <div>May 1, 2018</div>	ENDS ON <div>April 30, 2019</div>
RENTAL RATES DAY (8HRS.) \$ <u>0.00</u> WEEK (44HRS.) \$ <u>0.00</u> MONTH (176 HRS.) \$ <u>0.00</u> EXCESS HOURS BILLED AT \$ <u>0.00</u> * RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE <div>None</div> MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE <div>\$40.00 per unit per hour-Track 200 hour minimum</div>		METER READING OUT <div>See Spreadsheet</div> 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	See Spreadsheet	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 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:

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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>CHRIS SHEA</i>	TITLE: <i>VP</i>
SIGNATURE: <i>Chris Shea</i>	DATE: <i>5-2-18</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Brad J. Henke</i>	DATE: <i>5-3-18</i>
AGENCY DIRECTOR SIGNATURE: <i>Ronald J. Henke</i>	DATE: <i>5/4/18</i>

for file

APPROVED as to execution this <i>3rd</i> day of <i>May</i> 20 <i>18</i> ATTORNEY GENERAL By <i>[Signature]</i> SPECIAL ASST. ATTORNEY GENERAL
--

<u>Dist.</u>	<u>NDDOT District</u>		<u>Description</u>	<u>Vendor</u>	<u>Year & Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Value</u>	<u>From</u>	<u>To</u>
<u>No.</u>		<u>Location</u>								
1	1	Bismarck	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG25072	\$67,000.00	5/1/2018	4/30/2019
2	1	Bismarck	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG24968	\$67,000.00	5/1/2018	4/30/2019
3	1	Bismarck	Track Loader	Swanston Equipment	2018 Bobcat	T740	B3CA13969	\$67,000.00	5/1/2018	4/30/2019
4	2	Valley City	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG25422	\$67,000.00	5/1/2018	4/30/2019
5	2	Valley City	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG25412	\$67,000.00	5/1/2018	4/30/2019
6	3	Devils Lake	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG25055	\$67,000.00	5/1/2018	4/30/2019
7	3	Devils Lake	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG24927	\$67,000.00	5/1/2018	4/30/2019
8	5	Dickinson	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG24801	\$67,000.00	5/1/2018	4/30/2019
9	8	Fargo	Track Loader	Swanston Equipment	2018 Bobcat	T650	ALIG25421	\$67,000.00	5/1/2018	4/30/2019