

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50132142

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

BID RESPONSE

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

CONTRACT

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

Vendor Name <u>Gooseneck Implement</u>	Vendor Address <u>800 31st Ave SW, Minot, ND 58701</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <u>Gooseneck Implement</u>		
Mailing Address <u>800 31st SW Minot, ND 58701</u>		
Telephone Number <u>701-852-4667</u>	Fax Number <u>701-852-1408</u>	E-mail Address <u>andrew.porsborg@gooseneckimp.com</u>

Kevin Borud Owner
Name & Title (Type or Print)

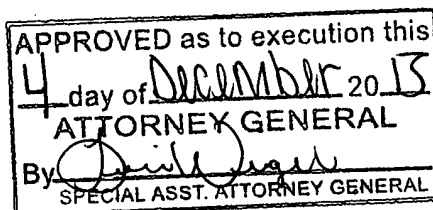
Kevin Borud Gen Mgr
Signature

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.)

Date 11-19-13

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

Authorized Signature for <u>Grant Levi</u> <u>Darcy R. Rosendahl</u> Dep. Dir.	Date <u>01 MAY 2014</u>
Recommended for approval <u>[Signature]</u>	Date <u>12-4-13</u>
	Approximate contract amount <u>\$143.50</u>



MAILING INSTRUCTIONS

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

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

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

BIDDERS INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

12. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After award of contract:

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

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

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

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

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

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

9. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

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

c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:

- i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
- ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
- iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CHECKLIST

HAVE YOU REMEMBERED TO?

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

11/4/13

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

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

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

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

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

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

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

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

BIDDER



As a minimum, each unit shall be equipped with:

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

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

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

BIDDER

Mark J. Dault

11/4/13

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

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

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

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

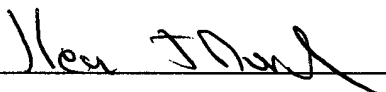
Lessor, or an authorized representative, shall provide 24-hour parts availability. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Any tractor with loader out of service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

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

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

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

BIDDER



As a minimum, each unit shall be equipped with:

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

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

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

BIDDER

Ken [Signature]

11/4/13

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

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

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

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

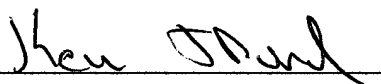
Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the tractor clean. Tractors out of service for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

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

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

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

BIDDER



As a minimum, each unit shall be equipped with:

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

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

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

BIDDER Ken [Signature]

BID RESPONSE

Bidder's preferred delivery district(s)

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

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

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

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

ITEM NO. 1 AGRICULTURE TRACTOR WITHOUT LOADER 53 EACH

\$ 0.01 /HOUR*

TRACTOR YEAR/MAKE: 2014 John Deere MODEL: See attached

ITEM NO. 2 AGRICULTURE TRACTOR WITH LOADER 44 EACH

\$ 0.01 /HOUR*

TRACTOR YEAR/MAKE: 2014 John Deere MODEL: See attached

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

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

GRAND FORKS, ND ADD \$ 0.00 /HOUR

ITEM NO. 4 80 - 91 PTO HP AGRICULTURE TRACTOR WITHOUT LOADER 9 EACH

\$ 0.01 /HOUR*

TRACTOR YEAR/MAKE: 2014 John Deere MODEL: See attached

PRIMARY CONTACT NAME AND BUSINESS LOCATION

PRIMARY CONTACT NAME Andrew Porsborg
BUSINESS NAME: Gooseneck Implement
MAILING ADDRESS: 800 31st Ave SW
CITY & STATE: Minot, ND ZIP CODE: 58701
PHONE NUMBER: 701-852-4667 TOLL FREE: 1-855-334-6673
FAX NUMBER: 701-852-1408 EMAIL: andrewporsborg@gooseneckimp.com

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

SERVICE CONTACT NAME Brian Dusek
BUSINESS NAME: RDO Equipment
SERVICE ADDRESS: 2000 Industrial Drive
CITY & STATE: Bismarck, ND ZIP CODE: 58502
PHONE NUMBER: 701-255-1139 TOLL FREE: 1-800-584-7042
FAX NUMBER: 701-483-2229 EMAIL: ~~andrewporsborg@gooseneckimp.com~~ bdusek@rdoequipment.com

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

SERVICE CONTACT NAME Mike Hass
BUSINESS NAME: Jamestown Implement
SERVICE ADDRESS: 1416 East Main Street
CITY & STATE: Valley City, ND ZIP CODE: 58072
PHONE NUMBER: 701-845-5386 TOLL FREE: 1-800-279-4020
FAX NUMBER: 701-845-4428 EMAIL: mhas@jamestownimp.com

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

SERVICE CONTACT NAME Joe Vetsch
BUSINESS NAME: Leading Edge Equipment
SERVICE ADDRESS: 508 Hwy 2 West
CITY & STATE: Devils Lake, ND ZIP CODE: 58301
PHONE NUMBER: 701-662-4948 TOLL FREE: 1-800-732-4365
FAX NUMBER: 701-662-7313 EMAIL: service@leadingedgeequip.com

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

SERVICE CONTACT NAME Brad Nickelson
BUSINESS NAME: Gooseneck Implement
SERVICE ADDRESS: 1425 Highway 2 Bypass East
CITY & STATE: Minot, ND ZIP CODE: 58701
PHONE NUMBER: 701-852-0767 TOLL FREE: 1-800-735-4077
FAX NUMBER: 701-838-8728 EMAIL: bradnickelson@gooseneckimp.com

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

SERVICE CONTACT NAME Troy Hoff
BUSINESS NAME: Dakota Farm Equipment Inc.
SERVICE ADDRESS: 2430 East I-94 Business Loop
CITY & STATE: Dickinson, ND ZIP CODE: 58601
PHONE NUMBER: 701-225-8123 TOLL FREE: 1-800-584-7042
FAX NUMBER: 701-483-2229 EMAIL: dfe5service@ndsupernet.com

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

SERVICE CONTACT NAME Jay Lebacken
BUSINESS NAME: True North Equipment
SERVICE ADDRESS: 5101 Gateway Drive
CITY & STATE: Grand Forks, ND ZIP CODE: 58203
PHONE NUMBER: 701-746-4436 TOLL FREE: 1-888-456-0240
FAX NUMBER: 701-780-9550 EMAIL: Service@forksequipment.com

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

SERVICE CONTACT NAME Dean Benth
BUSINESS NAME: Gooseneck Implement
SERVICE ADDRESS: Highway 2 & 85 North
CITY & STATE: Williston, ND ZIP CODE: 58801
PHONE NUMBER: 701-572-6724 TOLL FREE: 1-800-932-8736
FAX NUMBER: 701-572-0103 EMAIL: deanbenth@gooseneckimp.com

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

SERVICE CONTACT NAME Dustin Tuhy
BUSINESS NAME: RDO Equipment
SERVICE ADDRESS: 2900 Main Ave SE
CITY & STATE: Moorhead, MN ZIP CODE: 56560
PHONE NUMBER: 701-526-2200 TOLL FREE: 1-800-726-5386
FAX NUMBER: 701-526-2201 EMAIL: Dtuhy@rdoequipment.com

SAMPLE DOCUMENT

EQUIPMENT RENTAL AGREEMENT

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

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

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

BILL TO INFORMATION					
NAME					
ADDRESS					
CITY		STATE		ZIP	
CONTACT		PHONE NO.			

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

TAXES:

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

INSPECTION:

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

TERMINATION:

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

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

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

LESSEE AGREES TO:

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

PURCHASE ORDER:

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

RENTAL PAYMENTS:

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

LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:

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

GOVERNING LAW AND VENUE:

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

MERGER AND WAIVER:

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

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

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

RENTAL EQUIPMENT RETURN FORM

Check lights for damage:

Check sheet metal and fiber glass for damage:

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

Check cab interior for smoking, tears, etc.:

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

Date: _____

Model: _____

Serial Number: _____

Hours: _____

Dealer: _____

Dealer Signature: _____

District: _____

District Signature: _____

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

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

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

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

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



List of Models

The following list of models meets or exceeds the minimum specifications for each item, unless otherwise noted.

Item No. 1-Agricultural tractors without loader

2014 John Deere 6140R

2014 John Deere 6150R

2014 John Deere 6170R

2014 John Deere 6190R

2014 John Deere 6210R

2014 John Deere 6150M

2014 John Deere 6170M

2014 John Deere 7210R

2014 John Deere 7230R

2014 John Deere 7250R

2014 John Deere 7270R

2014 John Deere 7290R

Item No. 2- Agricultural tractors with loader

2014 John Deere 6140R

2014 John Deere 6150R

2014 John Deere 6170R

2014 John Deere 6190R

2014 John Deere 6210R

2014 John Deere 6150M

2014 John Deere 6170M

2014 John Deere 7210R

2014 John Deere 7230R

2014 John Deere 7250R

2014 John Deere 7270R

2014 John Deere 7290R

Item No. 4- 80-91 PTO HP Agricultural tractors without loader

2014 John Deere 5100M

2014 John Deere 6105M

2014 John Deere 6105R

Service Abilities:

When awarded this bid you will continue to work with the best service network in the agricultural industry, the John Deere Dealer Network. By working with your local John Deere dealer we feel we can provide maximum uptime for all units. We consistently provide superior service to all our customers by providing 24 hour parts and service along with the ability to work on all makes of equipment. The responsible service dealer will meet and or exceed the required maintenance along with any loaner equipment requirements for extended service issues as outline in this bid request.

Many manufacturers make agricultural equipment but there is only one John Deere Dealer Network and once awarded this bid you will discover the John Deere difference!

6140R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)

Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
140 Engine hp 97/68/EC @ Rated
Speed

111 SAE PTO hp @ Rated Speed

High Pressure Common Rail

Variable Geometry Turbocharger and
Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
with

Permanent Pre-Cleaning and Safety
Element

Underhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

80.5 Gal (305 L) Fuel Tank Capacity

Intelligent Power Management

TRANSMISSION:

20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)

Reduced engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically

Engaged Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Hydraulically-Engaged Rear Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating
Axial

Piston Pump

30 GPM (114 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

Three 450 Series SCVs; Mechanical
with ISO

Breakaway Couplers

REAR PTO:

540/1000 RPM, 1-3/8 In. Independent

Speedometer

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display Includes:
GreenStar 3 Application Capability

Activations Required

Access Manager

Universal Performance Monitor

Display Function Definable by
Operator

OPERATOR PROTECTIVE STRUCTURE

ComfortView Cab with Air

Conditioning

and Heater

One Panorama LH Door

One Panorama RH Window

Front Windshield Washer and Wiper

Air Suspended Seat with Seat Belt

Tilt/Telescopic Steering Column

Operational Controls Console

Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

AM/FM Stereo Radio with

Weatherband,

Clock, Two Speakers and Antenna

Coat hook

Overhead Storage Bin

Left Hand Storage Bin and Accessory
Outlet

Overhead Courtesy Light

Rear View Mirror

Cup Holder on RH console

Sun Visor

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)

120 Amp Alternator

3 Pin Accessory Outlet

Multi-Power Outlet Sockets

Rear PTO,
 Reversible Shaft and PTO Master
 Shield
 Electrohydraulic Activation
 Wet Multi-Disk Clutch
 Neutral Start Safety System
 Seat Activated PTO Warning
 ROCKSHAFT, HITCH AND DRAWBAR:
 Electrohydraulic Hitch with
 Transport
 Lock and External Remote Controls
 3-Point (Category 3/3N) Hitch
 8,199 Lb Lift Capacity
 Electronic Lower Link Draft Sensing
 Telescopic Draft Links
 Sway Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Secondary Implement Chain Support
 Adjustable Center Link with Ball
 End
 INSTRUMENTATION:
 Dashboard Instrument Panel
 Includes:
 Tachometer

7 Terminal Rear Implement
 Electrical Outlet Socket
 12V Electrical Convenience
 Outlet on RH Console
 LIGHTS:
 Four Front Grille Headlights
 Two Front Grille Worklights
 Two Belt Line Mounted Lights
 Four Front Roof Lights
 Two Rear Roof Lights
 Four Roof Mounted Flashing
 Hazard Lights
 Two Rear Fender Tail Lights with
 Brake Lights
 FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement
 Two 380/85R30 In. 135A8 R1 Radial
 Tires
 REAR AXLE WHEELS AND TIRES:
 Rack and Pinion Axle;
 100 In. Length x 3.622 In. (92 mm)
 Diameter
 Two Cast Wheels
 Two 480/80R42 In. 151A8 R1 Radial
 Tires
 MISCELLANEOUS:
 JDLink Capable
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6150R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
150 Engine hp 97/68/EC @ Rated
Speed

120 SAE PTO hp @ Rated Speed

High Pressure Common Rail

Variable Geometry Turbocharger and
Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
withPermanent Pre-Cleaning and Safety
ElementUnderhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

80.5 Gal (305 L) Fuel Tank Capacity

Intelligent Power Management

TRANSMISSION:

20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)Reduced engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically
Engaged

Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Hydraulically-Engaged Rear Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating
Axial

Piston Pump

30 GPM (114 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

Three 450 Series SCVs; Mechanical
with

ISO Breakaway Couplers

REAR PTO:

Speedometer

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display Includes:
GreenStar 3 Application Capability

Activations Required

Access Manager

Universal Performance Monitor

Display Function Definable by
Operator

OPERATOR PROTECTIVE STRUCTURE

ComfortView Cab with Air

Conditioning

and Heater

One Panorama LH Door

One Panorama RH Window

Front Windshield Washer and Wiper

Air Suspended Seat with Seat Belt

Tilt/Telescopic Steering Column

Operational Controls Console

Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

AM/FM Stereo Radio with

Weatherband,

Clock, Two Speakers and Antenna

Coat hook

Overhead Storage Bin

Left Hand Storage Bin and Accessory
Outlet

Overhead Courtesy Light

Rear View Mirror

Cup Holder on RH console

Sun Visor

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)

120 Amp Alternator

3 Pin Accessory Outlet

Multi-Power Outlet Sockets

540/1000 RPM, 1-3/8 In. Independent
 Rear PTO,
 Reversible Shaft and PTO Master
 Shield
 Electrohydraulic Activation
 Wet Multi-Disk Clutch
 Neutral Start Safety System
 Seat Activated PTO Warning
 ROCKSHAFT, HITCH AND DRAWBAR:
 Electrohydraulic Hitch with
 Transport
 Lock and External Remote Controls
 3-Point (Category 3/3N) Hitch
 9,193 Lb Lift Capacity
 Electronic Lower Link Draft Sensing
 Telescopic Draft Links
 Sway Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Secondary Implement Chain Support
 Adjustable Center Link with Ball
 End
 INSTRUMENTATION:
 Dashboard Instrument Panel
 Includes:
 Tachometer

7 Terminal Rear Implement
 Electrical Outlet Socket
 12V Electrical Convenience
 Outlet on RH Console
 LIGHTS:
 Four Front Grille Headlights
 Two Front Grille Worklights
 Two Belt Line Mounted Lights
 Four Front Roof Lights
 Two Rear Roof Lights
 Four Roof Mounted Flashing
 Hazard Lights
 Two Rear Fender Tail Lights with
 Brake Lights
 FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement
 Two 380/85R30 In. 135A8 R1 Radial
 Tires
 REAR AXLE WHEELS AND TIRES:
 Rack and Pinion Axle;
 100 In. Length x 3.622 In. (92 mm)
 Diameter
 Two Cast Wheels
 Two 480/80R42 In. 151A8 R1 Radial
 Tires
 MISCELLANEOUS:
 JDLink Capable
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6170R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)

Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
170 Engine hp 97/68/EC @ Rated
Speed

140 SAE PTO hp @ Rated Speed
High Pressure Common Rail

Variable Geometry Turbocharger and
Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
with

Permanent Pre-Cleaning and Safety
Element

Underhood AfterTreatment System

with Deluxe Corner Post Exhaust
Self Priming and Bleeding

Electronic Fuel Pump

95.1 Gal (360 L) Fuel Tank Capacity

Intelligent Power Management

TRANSMISSION:

20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)

Reduced engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically
Engaged

Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Hydraulically-Engaged Rear Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating
Axial

Piston Pump

41 GPM (155 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

Three 450 Series SCVs; Mechanical
with ISO

Breakaway Couplers

REAR PTO:

Speedometer

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display Includes:
GreenStar 3 Application Capability

Activations Required

Access Manager

Universal Performance Monitor

Display Function Definable by
Operator

OPERATOR PROTECTIVE STRUCTURE

ComfortView Cab with Air

Conditioning

and Heater

One Panorama LH Door

One Panorama RH Window

Front Windshield Washer and Wiper

Air Suspended Seat with Seat Belt

Tilt/Telescopic Steering Column

Operational Controls Console

Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

AM/FM Stereo Radio with

Weatherband,

Clock, Two Speakers and Antenna

Coat hook

Overhead Storage Bin

Left Hand Storage Bin and Accessory
Outlet

Overhead Courtesy Light

Rear View Mirror

Cup Holder on RH console

Sun Visor

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)

120 Amp Alternator

3 Pin Accessory Outlet

Multi-Power Outlet Sockets

540/1000 RPM, 1-3/8 In. Independent
 Rear PTO,
 Reversible Shaft and PTO Master
 Shield
 Electrohydraulic Activation
 Wet Multi-Disk Clutch
 Neutral Start Safety System
 Seat Activated PTO Warning
ROCKSHAFT, HITCH AND DRAWBAR:
 Electrohydraulic Hitch with
 Transport
 Lock and External Remote Controls
 3-Point (Category 3/3N) Hitch
 10,697 Lb Lift Capacity
 Electronic Lower Link Draft Sensing
 Telescopic Draft Links
 Sway Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Secondary Implement Chain Support
 Adjustable Center Link with Ball
 End
INSTRUMENTATION:
 Dashboard Instrument Panel
 Includes:
 Tachometer

7 Terminal Rear Implement
 Electrical Outlet Socket
 12V Electrical Convenience
 Outlet on RH Console
LIGHTS:
 Four Front Grille Headlights
 Two Front Grille Worklights
 Two Belt Line Mounted Lights
 Four Front Roof Lights
 Two Rear Roof Lights
 Four Roof Mounted Flashing
 Hazard Lights
 Two Rear Fender Tail Lights with
 Brake Lights
FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement
 Two 420/90R30 In. 142A8 R1 Radial
 Tires
REAR AXLE WHEELS AND TIRES:
 Rack and Pinion Axle;
 100.4 In. Length x 3.937 In. (100
 mm) Diameter
 Two Cast Wheels
 Two 480/80R46 In. 158A8 R1 Radial
 Tires
MISCELLANEOUS:
 JDLink Capable
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6190R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PSX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)

Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
190 Engine hp 97/68/EC @ Rated
Speed

157 SAE PTO hp @ Rated Speed

High Pressure Common Rail

Variable Geometry Turbocharger and

Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
with

Permanent Pre-Cleaning and Safety
Element

Underhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

95.1 Gal (360 L) Fuel Tank Capacity

Intelligent Power Management

TRANSMISSION:

20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)

Reduced engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically
Engaged

Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Hydraulically-Engaged Rear Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating
Axial

Piston Pump

41 GPM (155 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

Three 450 Series SCVs; Mechanical
with ISO

Breakaway Couplers

REAR PTO:

Tachometer

Speedometer

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display Includes:

GreenStar 3 Application Capability

Activations Required

Access Manager

Universal Performance Monitor

Display Function Definable by
Operator

OPERATOR PROTECTIVE STRUCTURE

ComfortView Cab with Air

Conditioning

and Heater

One Panorama LH Door

One Panorama RH Window

Front Windshield Washer and Wiper

Air Suspended Seat with Seat Belt

Tilt/Telescopic Steering Column

Operational Controls Console

Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

AM/FM Stereo Radio with

Weatherband,

Clock, Two Speakers and Antenna

Coat hook

Overhead Storage Bin

Left Hand Storage Bin and Accessory
Outlet

Overhead Courtesy Light

Rear View Mirror

Cup Holder on RH console

Sun Visor

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Engine Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)

120 Amp Alternator

3 Pin Accessory Outlet

540/1000 RPM, 1-3/8 In. and 1-3/4 In.
 Independent Rear PTO, Reversible Shaft
 and PTO Master Shield
 Electrohydraulic Activation
 Wet Multi-Disk Clutch
 Neutral Start Safety System
 Seat Activated PTO Warning
ROCKSHAFT, HITCH AND DRAWBAR:
 Electrohydraulic Hitch with Transport
 Lock and External Remote Controls
 3-Point (Category 3/3N) Hitch
 10,697 Lb Lift Capacity
 Electronic Lower Link Draft Sensing
 Telescopic Draft Links
 Sway Blocks
 Category 3 Swinging Drawbar with Hammerstrap
 Secondary Implement Chain Support
 Adjustable Center Link with Ball End
INSTRUMENTATION:
 Dashboard Instrument Panel
 Includes:

Multi-Power Outlet Sockets
 7 Terminal Rear Implement Electrical
 Outlet Socket
 12V Electrical Convenience Outlet on RH Console
LIGHTS:
 Four Front Grill Headlights
 Two Front Grill Worklights
 Two Belt Line Mounted Lights
 Four Front Roof Lights
 Two Rear Roof Lights
 Four Roof Mounted Flashing Hazard Lights
 Two Rear Fender Tail Lights with Brake Lights
FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement
 Two 420/90R30 In. 142A8 R1 Radial Tires
REAR AXLE WHEELS AND TIRES:
 Rack and Pinion Axle;
 100.4 In. Length x 3.937 In. (100 mm) Diameter
 Two Cast Wheels
 Two 480/80R46 In. 158A8 R1 Radial Tires
MISCELLANEOUS:
 JDLink Capable
 Operator's Manual (English) and Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6210R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PSX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
210 Engine hp 97/68/EC @ Rated
Speed

175 SAE PTO hp @ Rated Speed

High Pressure Common Rail

Variable Geometry Turbocharger and

Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
withPermanent Pre-Cleaning and Safety
ElementUnderhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

95.1 Gal (360 L) Fuel Tank Capacity

Intelligent Power Management

TRANSMISSION:

20/20 AutoQuad PLUS ECO; 25 mph
(40km/h)Reduced engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically
Engaged

Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Hydraulically-Engaged Rear Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating
Axial

Piston Pump

41 GPM (155 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

Three 450 Series SCVs; Mechanical
with ISO

Breakaway Couplers

Tachometer

Speedometer

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display Includes:

GreenStar 3 Application Capability

Activations Required

Access Manager

Universal Performance Monitor

Display Function Definable by
Operator

OPERATOR PROTECTIVE STRUCTURE

ComfortView Cab with Air

Conditioning
and Heater

One Panorama LH Door

One Panorama RH Window

Front Windshield Washer and Wiper

Air Suspended Seat with Seat Belt

Tilt/Telescopic Steering Column

Operational Controls Console
Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

AM/FM Stereo Radio with

Weatherband,

Clock, Two Speakers and Antenna

Coat hook

Overhead Storage Bin

Left Hand Storage Bin and Accessory
Outlet

Overhead Courtesy Light

Rear View Mirror

Cup Holder on RH console

Sun Visor

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Engine Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah (1230 Cold
Cranking Amps)

120 Amp Alternator

3 Pin Accessory Outlet

REAR PTO:

540/1000 RPM, 1-3/8 In. and 1-3/4 In. Independent
 Rear PTO, Reversible Shaft and PTO Master Shield
 Electrohydraulic Activation
 Wet Multi-Disk Clutch
 Neutral Start Safety System
 Seat Activated PTO Warning
ROCKSHAFT, HITCH AND DRAWBAR:
 Electrohydraulic Hitch with Transport
 Lock and External Remote Controls
 3-Point (Category 3/3N) Hitch
 12,213 Lb Lift Capacity
 Electronic Lower Link Draft Sensing
 Telescopic Draft Links
 Sway Blocks
 Category 3 Swinging Drawbar with Hammerstrap
 Secondary Implement Chain Support
 Adjustable Center Link with Ball End
INSTRUMENTATION:
 Dashboard Instrument Panel
 Includes:

Multi-Power Outlet Sockets
 7 Terminal Rear Implement
 Electrical Outlet Socket
 12V Electrical Convenience
 Outlet on RH Console

LIGHTS:

Four Front Grille Headlights
 Two Front Grille Worklights
 Two Belt Line Mounted Lights
 Four Front Roof Lights
 Two Rear Roof Lights
 Four Roof Mounted Flashing
 Hazard Lights
 Two Rear Fender Tail Lights with
 Brake Lights

FRONT AXLE WHEELS AND TIRES:

MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement
 Two 420/90R30 In. 142A8 R1 Radial
 Tires

REAR AXLE WHEELS AND TIRES:

Rack and Pinion Axle;
 100.4 In. Length x 3.937 In. (100 mm) Diameter
 Two Cast Wheels
 Two 480/80R46 In. 158A8 R1 Radial
 Tires

MISCELLANEOUS:

JDLink Capable
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6150M Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
150 Engine hp (97/68/EC) @ Rated
Speed123 SAE PTO hp @ Rated Speed
Variable Geometry Turbocharger and

Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
withPermanent Pre-Cleaning and Safety
ElementUnderhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

79 Gal (300 L) Fuel Tank Capacity

TRANSMISSION:

PowrQuad PLUS 20F/20R Transmission;
25 mph (40km/h)

Electronic LH Reverser

Perma-Clutch II, Wet Multi-Disk
Clutch

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Rear Axle Differential Lock

HYDRAULICS:

Pressure and Flow Compensated (PFC)
System

30 GPM (114 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

1 SCV; Mechanical; ISO Couplers

REAR PTO:

540/1000 RPM, 1-3/8 In. Independent
Rear PTO,Reversible Shaft and PTO Master
Shield

Electrohydraulic Activation

Wet Multi-Disk Clutch

Neutral Start Safety System

Seat Activated PTO Warning

ROCKSHAFT, HITCH AND DRAWBAR:

Electrohydraulic Hitch

End

RH & LH Rear Fender Hitch Controls

INSTRUMENTATION:

Display Functions Definable By
Operator:

Ground Speed

PTO Speed

Engine Hours

Productivity

Efficiency

Area

Implement Width

Service Hours

Fuel Consumption Rate

Time of Day

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Alternator Indicator Light

Directional Indicators

Hazard Switch

CAB OPERATOR STATION:

ComfortGard Cab with Air

Conditioning

and Heater

Two Doors

Front Windshield Wiper & Washer

Mechanical Suspension Seat with

Armrests and Seat Belt

Tilt/Telescopic Steering Column

Right-hand Operational Controls

Floor Mat

Foot Throttle Control

Power Outlet

Pre-Radio Wiring and Speaker

Package

Overhead Courtesy Light

Rear View Mirror

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff

12-Volt Electrical System

One 12-Volt Battery, 154 Ah (1230

Cold Cranking Amps)

90 Amp Alternator

3 Pin Power Outlet

7 Terminal Rear Implement

Electrical Outlet Socket

LIGHTS:

Four Front Grille Headlights

Two Front Outer Roof Worklights

3-Point (Category 2/3N) Hitch
 8984 Lb. (4075 kg) Lift Capacity
 Draft Hitch Control
 Telescopic Draft Links
 RH & LH Telescopic Draft Link
 Adjustment
 Sway Control Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Adjustable Center Link with Ball

One Rear Right Roof Worklight
 Four Roof Mounted Flashing Hazard
 Lights
 Two Rear Fender Tail Lights
 with Brake Lights
FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement,
 Right-hand Console
 Two 420/85R28 In. Radial Tires
REAR AXLE WHEELS AND TIRES:
 Flanged Axle
 Eight Position Adjustable Steel
 Wheels
 Two 460/85R42 In. Radial Rear Tires
MISCELLANEOUS:
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

6170M Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)

Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
170 Engine hp (97/68/EC) @ Rated
Speed

142 SAE PTO hp @ Rated Speed
Variable Geometry Turbocharger and
Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
with

Permanent Pre-Cleaning and Safety
Element

Underhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

93.5 Gal (355 L) Fuel Tank Capacity

TRANSMISSION:

PowrQuad PLUS 20F/20R Transmission;
25 mph (40km/h)

Electronic LH Reverser

Perma-Clutch II, Wet Multi-Disk
Clutch

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power Brakes

Rear Axle Differential Lock

HYDRAULICS:

Pressure and Flow Compensated (PFC)
System

30 GPM (114 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One SCV

1 SCV; Mechanical; ISO Couplers

REAR PTO:

540/1000 RPM, 1-3/8 In. Independent

Rear PTO,

Reversible Shaft and PTO Master
Shield

Electrohydraulic Activation

Wet Multi-Disk Clutch

Neutral Start Safety System

Seat Activated PTO Warning

ROCKSHAFT, HITCH AND DRAWBAR:

Electrohydraulic Hitch

RH & LH Rear Fender Hitch Controls

INSTRUMENTATION:

Display Functions Definable By

Operator:

Ground Speed

PTO Speed

Engine Hours

Productivity

Efficiency

Area

Implement Width

Service Hours

Fuel Consumption Rate

Time of Day

Fuel Gauge

Engine Oil Pressure Indicator Light

Coolant Temperature

PTO Engagement

Alternator Indicator Light

Directional Indicators

Hazard Switch

CAB OPERATOR STATION:

ComfortGard Cab with Air

Conditioning

and Heater

Two Doors

Front Windshield Wiper & Washer

Mechanical Suspension Seat with
Armrests and Seat Belt

Tilt/Telescopic Steering Column

Right-hand Operational Controls

Floor Mat

Foot Throttle Control

Power Outlet

Pre-Radio Wiring and Speaker

Package

Overhead Courtesy Light

Rear View Mirror

Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff

12-Volt Electrical System

One 12-Volt Battery, 154 Ah (1230

Cold Cranking Amps)

90 Amp Alternator

3 Pin Power Outlet

7 Terminal Rear Implement

Electrical Outlet Socket

LIGHTS:

Four Front Grille Headlights

Two Front Outer Roof Worklights

One Rear Right Roof Worklight

3-Point (Category 2/3N) Hitch
 8360 Lb. (3792 kg) Lift Capacity
 Draft Hitch Control
 Telescopic Draft Links
 RH & LH Telescopic Draft Link
 Adjustment
 Sway Control Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Adjustable Center Link with Ball
 End

Four Roof Mounted Flashing Hazard
 Lights
 Two Rear Fender Tail Lights
 with Brake Lights
FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement,
 Right-hand Console
 Two 420/85R28 In. Radial Tires
REAR AXLE WHEELS AND TIRES:
 Rack & Pinion Axle
 100.4 In. Length x 3.622 In. (92
 mm) Diameter
 Two Fixed Cast Wheels
 Two 460/85R42 In. Radial Rear Tires
MISCELLANEOUS:
 Operator's Manual (English) and
 Holder
 SMV Emblem

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

7210R Tractor

Equipment for Base Machine

ENGINE: Tier 4 Emissions Compliant

John Deere PowerTech PSS Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
210 Engine hp 97/68/EC @ Rated
Speed

170 SAE PTO hp @ Rated Speed

Automatic Shutdown System

Dry Type Air Cleaner with Safety
Element

and Dirt Aspiration System

Tilt Hood Enclosure with Side
Panels

Viscous Fan

Electric Fuel Shutoff

Electric Thermal Assist Starting
Aid

Coolant Conditioner Additive

Engine Coolant Recovery System

Fuel Filter and Pre-Filter

Fuel Water Separator with Sensor

Self Priming and Bleeding

Electronic Fuel Pump

475 L (125 US Gal.) Fuel Tank
Capacity25.7L (6.8 US Gal.) DEF Tank Size
Capacity

B2 Biodiesel from the Factory

Lockable Fuel Cap

Engine Oil Filter

Electronic Injection, Governor

Control with Field Cruise

TRANSMISSION:

40k (25mph) e23 Transmission with
Efficiency Manager

23 Forward/11 Reverse Speeds and

Right Hand Reverser

Perma-Clutch II (Hydraulically

Engaged Wet-Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES DIFFERENTIAL:

Load-Sensing Hydraulic Power

Steering

Wet-Disk Hydraulic Power Brakes

Tilt/Telescoping Memory Steering

Wheel

Hydraulically-Engaged Rear

Access Manager

Universal Machine and Work

Monitor

Reconfigurable Display Function

Definable by Operator

iTEC Tractor and Implement

Function Control

Languages:

For a complete list of
languages refer to the Ag Sales
Manual

OPERATOR PROTECTIVE STRUCTURE:

Standard CommandView III Cab

Tilt/Telescoping Memory Steering
Wheel

Comfort Command Seat with

Air Suspension, 40 Degree

Right Hand Swivel

Fore-Aft Lateral

Attenuation with Lumbar Support

Backrest Adjustment

Integrated 7" CommandCenter
DisplayAdjustable Position CommandARM with
Integrated ControlsSwing-Out Rear Window (30
Degrees)

Tinted Glass

Air Conditioner and Heater

Automatic Temperature Controls with
Controls on CommandARMTwo Speed, Intermittent Front and
Rear Wiper/Washer

Pull Down Front Sun Visor

Rear Storage Behind Seat

Folding Instructional Seat

Left Hand Storage

Two Beverage Holders

Right and Left Outside Mirrors

Standard Radio and Speakers

Inside Cab Mounted Rear View

Mirror

Passive Noise Reduction System

Backlit CommandARM Controls

Laminated Front Glass and Sound
BarrierPowerstrip With Convenience Plug
Adapter

Coat Hook in Rear Corner

Right Hand Steps

Programmable Egress Lighting

ELECTRICAL:

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating

Axial Piston Pump

43 GPM (162 L/min) Pump Output

35 GPM (132 L/min) Flow @ One SCV

85 L of Take Out Oil

Four Electrohydraulic Remote

Selective Control Valves with

Push/Pull

ISO Breakaway Couplers and High

Pressure Relief Levers

REAR PTO:

Independent 1000 RPM, 45 mm (1-3/4 In.) 20 Spline

PTO Safety Start System

Seat-Activated PTO Warning

Adjustable Engagement Modulation

ROCKSHAFT, HITCH AND DRAWBAR:

Dual Cylinder Electrohydraulic

Hitch with Transport

Lock and External Remote Control

Switch

3-Point (Category 3/3N) Hitch

Fixed Length Draft Links Arms

External Sway Blocks with Tapered

Wedge Adjustment

Category 3 Adjustable, Swinging

Drawbar with Clevis

with 38 mm (1.5") pin

Secondary Implement Chain Support

Hitch Dampening

Center Link Adjustment Handle

RH and LH Liftlink Adjustment

Handles

INSTRUMENTATION:

Corner Post Digital Instrument

Panel includes:

Engine Coolant Temperature Gauge

Fuel Level Gauge with

Low Fuel Warning Signal

Diesel Exhaust Fluid Gauge with low

DEF Warning Signal

Engine RPM Indicator

Status Indicators for MFWD

Differential Lock

Rear PTO Speed

CommandCenter 7" Display with 4100

Processor includes:

Generation 4 AutoTrac Capability

- Activation Required

Video Capability with Tractor

Function Activated Triggers

Key Engine Shutoff

12V Electrical System

Two 925 CCA 12V Batteries

Three 12V Electrical Convenience
Outlet

Two 12V Electrical 3-Pin

Outlet with Adapter

Battery Boost Terminal

240 Amp Alternator

SmartCircuit Current Load

Monitoring System with Fuse Panel

7-Terminal Rear Implement

Electrical Outlet Socket

Integrated ISO Radar Connector

StarFire ITC or Radar Speed Input

Harness

ServiceADVISOR Data Port

LIGHTS:

Six Front Grill Mounted Lights

Twelve Cab Roof Mounted Lights

Two Rear Fender Flood Lights

Two Front Beltline Work Lights

Left Hand Rotary Beacon Light

Extremity, Brake, Turning, and

Hazard Lights

AXLE, WHEELS AND TIRES:

1150 MFWD Front Axle with

Limited Slip Differential and

Driveline Shield

420/90R30 142A8 R1 Radial Front

Single Wheels Configuration - 8

Position

100 mm (3-15/16 In.) Dia x 3012 mm

(118.5 In.) Length Rear Axle

480/80R46 158A8 R1 Radial Dual Rear

Wheel Configuration

AG MANAGEMENT SOLUTIONS:

Integrated Plug-In for GreenStar

Display

Deluxe StarFire Receiver Bracket

GreenStar Ready harness with

Implement

Circuit Gateway and Integrated

GreenStar Display Plug-In

Connector (ISO 11783 Compatible)

Ethernet Harness

AutoTrac Ready Components:

Wiring, Steering Controller,

Front Wheel-

Angle Sensor and

Electro-Hydraulic

Steering Valve

Right Side Convenience Step

MISCELLANEOUS:

Horn

PTO Master Shield
Tool Box
Operator's Manual

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

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7230R Tractor

Equipment for Base Machine

ENGINE: Tier 4 Emissions Compliant

John Deere PowerTech PSS Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
230 Engine hp 97/68/EC @ Rated
Speed

189 SAE PTO hp @ Rated Speed

Automatic Shutdown System

Dry Type Air Cleaner with Safety
Element

and Dirt Aspiration System

Tilt Hood Enclosure with Side
Panels

Viscous Fan

Electric Fuel Shutoff

Electric Thermal Assist Starting
Aid

Coolant Conditioner Additive

Engine Coolant Recovery System

Fuel Filter and Pre-Filter

Fuel Water Separator with Sensor

Self Priming and Bleeding

Electronic Fuel Pump

475 L (125 US Gal.) Fuel Tank
Capacity25.7L (6.8 US Gal.) DEF Tank Size
Capacity

B2 Biodiesel from the Factory

Lockable Fuel Cap

Engine Oil Filter

Electronic Injection, Governor
Control with Field Cruise

TRANSMISSION:

40k (25mph) e23 Transmission with
Efficiency Manager23 Forward/11 Reverse Speeds and
Right Hand Reverser

Perma-Clutch II (Hydraulically

Engaged Wet-Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES DIFFERENTIAL:

Load-Sensing Hydraulic Power

Steering

Wet-Disk Hydraulic Power Brakes

Tilt/Telescoping Memory Steering
Wheel

Hydraulically-Engaged Rear

Universal Machine and Work
Monitor

Reconfigurable Display Function

Definable by Operator

iTEC Tractor and Implement

Function Control

Languages:

For a complete list of
languages refer to the Ag Sales
Manual

OPERATOR PROTECTIVE STRUCTURE:

Standard CommandView III Cab

Tilt/Telescoping Memory Steering
Wheel

Comfort Command Seat with

Air Suspension, 40 Degree

Right Hand Swivel

Fore-Aft Lateral

Attenuation with Lumbar Support

Backrest Adjustment

Integrated 7" CommandCenter

Display

Adjustable Position CommandARM with

Integrated Controls

Swing-Out Rear Window (30
Degrees)

Tinted Glass

Air Conditioner and Heater

Automatic Temperature Controls with
Controls on CommandARMTwo Speed, Intermittent Front and
Rear Wiper/Washer

Pull Down Front Sun Visor

Rear Storage Behind Seat

Folding Instructional Seat

Left Hand Storage

Two Beverage Holders

Right and Left Outside Mirrors

Standard Radio and Speakers

Inside Cab Mounted Rear View

Mirror

Passive Noise Reduction System

Backlit CommandARM Controls

Laminated Front Glass and Sound
BarrierPowerstrip With Convenience Plug
Adapter

Coat Hook in Rear Corner

Right Hand Steps

Programmable Egress Lighting

ELECTRICAL:

Key Engine Shutoff

Differential
 Lock
HYDRAULICS:
 Pressure and Flow Compensating
 Axial Piston Pump
 43 GPM (162 L/min) Pump Output
 35 GPM (132 L/min) Flow @ One SCV
 85L of Take Out Oil
 Four Electrohydraulic Remote
 Selective Control Valves with
 Push/Pull
 ISO Breakaway Couplers and High
 Pressure Relief Levers
REAR PTO:
 Independent 1000 RPM, 45 mm
 (1-3/4 In.) 20 Spline
 PTO Safety Start System
 Seat-Activated PTO Warning
 Adjustable Engagement Modulation
ROCKSHAFT, HITCH AND DRAWBAR:
 Dual Cylinder Electrohydraulic
 Hitch with Transport
 Lock and External Remote Control
 Switch
 3-Point (Category 3/3N) Hitch
 Fixed Length Draft Links Arms
 External Sway Blocks with Tapered
 Wedge Adjustment
 Category 3 Adjustable, Swinging
 Drawbar with Clevis
 with 1.5" pin
 Secondary Implement Chain Support
 Hitch Dampening
 Center Link Adjustment Handle
 RH and LH Liftlink Adjustment
 Handles
INSTRUMENTATION:
 Corner Post Digital Instrument
 Panel includes:
 Engine Coolant Temperature Gauge
 Fuel Level Gauge with
 Low Fuel Warning Signal
 Diesel Exhaust Fluid Gauge with low
 DEF Warning Signal
 Engine RPM Indicator
 Status Indicators for MFWD
 Differential Lock
 Rear PTO Speed
 CommandCenter 7" Display with 4100
 Processor includes:
 Generation 4 AutoTrac Capability
 - Activation Required
 Video Capability with Tractor
 Function Activated Triggers
 Access Manager

12V Electrical System
 Two 925 CCA 12V Batteries
 Three 12V Electrical Convenience
 Outlet
 Two 12V Electrical 3-Pin
 Outlet with Adapter
 Battery Boost Terminal
 240 Amp Alternator
 SmartCircuit Current Load
 Monitoring System with Fuse Panel
 7-Terminal Rear Implement
 Electrical Outlet Socket
 Integrated ISO Radar Connector
 StarFire ITC or Radar Speed Input
 Harness
 ServiceADVISOR Data Port
LIGHTS:
 Six Front Grill Mounted Lights
 Twelve Cab Roof Mounted Lights
 Two Rear Fender Flood Lights
 Two Front Beltline Work Lights
 Left Hand Rotary Beacon Light
 Extremity, Brake, Turning, and
 Hazard Lights
AXLE, WHEELS AND TIRES:
 1300 MFWD Front Axle with Limited
 Slip Differential
 and Driveline Shield
 420/90R30 142A8 R1 Radial Front
 Single Wheels Configuration - 8
 Position
 100 mm (3-15/16 In.) Dia x 3012 mm
 (118.5 In.) Length Rear Axle
 480/80R46 158A8 R1 Radial Dual Rear
 Wheel Configuration
AG MANAGEMENT SOLUTIONS:
 Integrated Plug-In for GreenStar
 Display
 Deluxe StarFire Receiver Bracket
 GreenStar Ready harness with
 Implement
 Circuit Gateway and Integrated
 GreenStar Display Plug-In
 Connector (ISO 11783 Compatible)
 Ethernet Harness
AutoTrac Ready Components:
 Wiring, Steering Controller,
 Front Wheel-
 Angle Sensor and
 Electro-Hydraulic
 Steering Valve
 Right Side Convenience Step
MISCELLANEOUS:
 Horn
 PTO Master Shield

Tool Box
Operator's Manual

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

7250R Tractor

Equipment for Base Machine

ENGINE: Tier 4 Emissions Compliant

John Deere PowerTech PSS Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)

Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
250 Engine hp 97/68/EC @ Rated
Speed

205 SAE PTO hp @ Rated Speed

Automatic Shutdown System

Dry Type Air Cleaner with Safety
Element

and Dirt Aspiration System

Tilt Hood Enclosure with Side
Panels

Viscous Fan

Electric Fuel Shutoff

Electric Thermal Assist Starting
Aid

Coolant Conditioner Additive

Engine Coolant Recovery System

Fuel Filter and Pre-Filter

Fuel Water Separator with Sensor

Self Priming and Bleeding

Electronic Fuel Pump

475 L (125 US Gal.) Fuel Tank
Capacity

25.7L (6.8 US Gal.) DEF Tank Size
Capacity

B2 Biodiesel from the Factory

Lockable Fuel Cap

Engine Oil Filter

Electronic Injection, Governor

Control with Field Cruise

TRANSMISSION:

40k (25mph) e23 Transmission with
Efficiency Manager

23 Forward/11 Reverse Speeds and
Right Hand Reverser

Perma-Clutch II (Hydraulically

Engaged Wet-Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES DIFFERENTIAL:

Load-Sensing Hydraulic Power

Steering

Wet-Disk Hydraulic Power Brakes

Tilt/Telescoping Memory Steering

Wheel

Hydraulically-Engaged Rear

Access Manager

Universal Machine and Work
Monitor

Reconfigurable Display Function
Definable by Operator

iTEC Tractor and Implement
Function Control

Languages:

For a complete list of
languages refer to the Ag Sales
Manual

OPERATOR PROTECTIVE STRUCTURE:

Standard CommandView III Cab

Tilt/Telescoping Memory Steering
Wheel

Comfort Command Seat with
Air Suspension, 40 Degree

Right Hand Swivel

Fore-Aft Lateral

Attenuation with Lumbar Support

Backrest Adjustment

Integrated 7" CommandCenter
Display

Adjustable Position CommandARM with
Integrated Controls

Swing-Out Rear Window (30
Degrees)

Tinted Glass

Air Conditioner and Heater

Automatic Temperature Controls with
Controls on CommandARM

Two Speed, Intermittent Front and
Rear Wiper/Washer

Pull Down Front Sun Visor

Rear Storage Behind Seat

Folding Instructional Seat

Left Hand Storage

Two Beverage Holders

Right and Left Outside Mirrors

Standard Radio and Speakers

Inside Cab Mounted Rear View

Mirror

Passive Noise Reduction System

Backlit CommandARM Controls

Laminated Front Glass and Sound
Barrier

Powerstrip With Convenience Plug
Adapter

Coat Hook in Rear Corner

Right Hand Steps

Programmable Egress Lighting

ELECTRICAL:

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating

Axial Piston Pump

43 GPM (162 L/min) Pump Output

35 GPM (132 L/min) Flow @ One SCV

85L of Take Out Oil

Four Electrohydraulic Remote

Selective Control Valves with

Push/Pull

ISO Breakaway Couplers and High

Pressure Relief Levers

REAR PTO:

Independent 1000 RPM, 45 mm (1-3/4

In.) 20 Spline

PTO Safety Start System

Seat-Activated PTO Warning

Adjustable Engagement Modulation

ROCKSHAFT, HITCH AND DRAWBAR:

Dual Cylinder Electrohydraulic

Hitch with Transport

Lock and External Remote Control

Switch

3-Point (Category 3/3N) Hitch

Fixed Length Draft Links Arms

External Sway Blocks with Tapered

Wedge Adjustment

Category 3 Adjustable, Swinging

Drawbar with Clevis

with 1.5" pin

Secondary Implement Chain Support

Hitch Dampening

Center Link Adjustment Handle

RH and LH Liftlink Adjustment

Handles

INSTRUMENTATION:

Corner Post Digital Instrument

Panel includes:

Engine Coolant Temperature Gauge

Fuel Level Gauge with

Low Fuel Warning Signal

Diesel Exhaust Fluid Gauge with low

DEF Warning Signal

Engine RPM Indicator

Status Indicators for MFWD

Differential Lock

Rear PTO Speed

CommandCenter 7" Display with 4100

Processor includes:

Generation 4 AutoTrac Capability

- Activation Required

Video Capability with Tractor

Function Activated Triggers

Key Engine Shutoff

12V Electrical System

Two 925 CCA 12V Batteries

Three 12V Electrical Convenience

Outlet

Two 12V Electrical 3-Pin

Outlet with Adapter

Battery Boost Terminal

240 Amp Alternator

SmartCircuit Current Load

Monitoring System with Fuse Panel

7-Terminal Rear Implement

Electrical Outlet Socket

Integrated ISO Radar Connector

StarFire ITC or Radar Speed Input

Harness

ServiceADVISOR Data Port

LIGHTS:

Six Front Grill Mounted Lights

Twelve Cab Roof Mounted Lights

Two Rear Fender Flood Lights

Two Front Beltline Work Lights

Left Hand Rotary Beacon Light

Extremity, Brake, Turning, and

Hazard Lights

AXLE, WHEELS AND TIRES:

1300 MFWD Front Axle with Limited

Slip Differential

and Driveline Shield

420/85R34 147A8 R1W Radial Front

Single Wheel Configuration - 8

Position

110 mm (4.33 In.) Diameter x 3010

mm (118.5 In.) Rear Axle

480/80R50 159A8 R1W Dual Wheel

Configuration

AG MANAGEMENT SOLUTIONS:

Integrated Plug-In for GreenStar

Display

Deluxe StarFire Receiver Bracket

GreenStar Ready harness with

Implement

Circuit Gateway and Integrated

GreenStar Display Plug-In

Connector (ISO 11783 Compatible)

Ethernet Harness

AutoTrac Ready Components:

Wiring, Steering Controller,

Front Wheel-

Angle Sensor and

Electro-Hydraulic

Steering Valve

Right Side Convenience Step

MISCELLANEOUS:

Horn

PTO Master Shield
Tool Box
Operator's Manual

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

7270R Tractor

Equipment for Base Machine

ENGINE: Tier 4 Emissions Compliant

John Deere PowerTech PSS Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
6.8 L (414 Cu. In.) Displacement
270 Engine hp 97/68/EC @ Rated
Speed

224 SAE PTO hp @ Rated Speed

Automatic Shutdown System

Dry Type Air Cleaner with Safety
Element

and Dirt Aspiration System

Tilt Hood Enclosure with Side
Panels

Viscous Fan

Electric Fuel Shutoff

Electric Thermal Assist Starting
Aid

Coolant Conditioner Additive

Engine Coolant Recovery System

Fuel Filter and Pre-Filter

Fuel Water Separator with Sensor

Self Priming and Bleeding

Electronic Fuel Pump

475 L (125 US Gal.) Fuel Tank
Capacity25.7L (6.8 US Gal.) DEF Tank Size
Capacity

B2 Biodiesel from the Factory

Lockable Fuel Cap

Engine Oil Filter

Electronic Injection, Governor

Control with Field Cruise

TRANSMISSION:

40k (25mph) e23 Transmission with
Efficiency Manager

23 Forward/11 Reverse Speeds and

Right Hand Reverser

Perma-Clutch II (Hydraulically

Engaged Wet-Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES DIFFERENTIAL:

Load-Sensing Hydraulic Power

Steering

Wet-Disk Hydraulic Power Brakes

Tilt/Telescoping Memory Steering

Wheel

Hydraulically-Engaged Rear

Access Manager

Universal Machine and Work
Monitor

Reconfigurable Display Function

Definable by Operator

iTEC Tractor and Implement
Function Control

Languages:

For a complete list of
languages refer to the Ag Sales
Manual

OPERATOR PROTECTIVE STRUCTURE:

Standard CommandView III Cab

Tilt/Telescoping Memory Steering
Wheel

Comfort Command Seat with

Air Suspension, 40 Degree

Right Hand Swivel

Fore-Aft Lateral

Attenuation with Lumbar Support

Backrest Adjustment

Integrated 7" CommandCenter
DisplayAdjustable Position CommandARM with
Integrated ControlsSwing-Out Rear Window (30
Degrees)

Tinted Glass

Air Conditioner and Heater

Automatic Temperature Controls with
Controls on CommandARMTwo Speed, Intermittent Front and
Rear Wiper/Washer

Pull Down Front Sun Visor

Rear Storage Behind Seat

Folding Instructional Seat

Left Hand Storage

Two Beverage Holders

Right and Left Outside Mirrors

Standard Radio and Speakers

Inside Cab Mounted Rear View

Mirror

Passive Noise Reduction System

Backlit CommandARM Controls

Laminated Front Glass and Sound
BarrierPowerstrip With Convenience Plug
Adapter

Coat Hook in Rear Corner

Right Hand Steps

Programmable Egress Lighting

ELECTRICAL:

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating

Axial Piston Pump

43 GPM (162 L/min) Pump Output

35 GPM (132 L/min) Flow @ One SCV

85L of Take Out Oil

Four Electrohydraulic Remote

Selective Control Valves with

Push/Pull

ISO Breakaway Couplers and High

Pressure Relief Levers

REAR PTO:

Independent 1000 RPM, 45 mm (1-3/4

In.) 20 Spline

PTO Safety Start System

Seat-Activated PTO Warning

Adjustable Engagement Modulation

ROCKSHAFT, HITCH AND DRAWBAR:

Dual Cylinder Electrohydraulic

Hitch with Transport

Lock and External Remote Control
Switch

3-Point (Category 3/3N) Hitch

Fixed Length Draft Links Arms

External Sway Blocks with Tapered

Wedge Adjustment

Category 3 Adjustable, Swinging

Drawbar with Clevis

with 1.5" pin

Secondary Implement Chain Support

Hitch Dampening

Center Link Adjustment Handle

RH and LH Liftlink Adjustment

Handles

INSTRUMENTATION:

Corner Post Digital Instrument

Panel includes:

Engine Coolant Temperature Gauge

Fuel Level Gauge with

Low Fuel Warning Signal

Diesel Exhaust Fluid Gauge with low

DEF Warning Signal

Engine RPM Indicator

Status Indicators for MFWD

Differential Lock

Rear PTO Speed

CommandCenter 7" Display with 4100

Processor includes:

Generation 4 AutoTrac Capability

- Activation Required

Video Capability with Tractor

Function Activated Triggers

Key Engine Shutoff

12V Electrical System

Two 925 CCA 12V Batteries

Three 12V Electrical Convenience
Outlet

Two 12V Electrical 3-Pin

Outlet with Adapter

Battery Boost Terminal

240 Amp Alternator

SmartCircuit Current Load

Monitoring System with Fuse Panel

7-Terminal Rear Implement

Electrical Outlet Socket

Integrated ISO Radar Connector

StarFire ITC or Radar Speed Input

Harness

ServiceADVISOR Data Port

LIGHTS:

Six Front Grill Mounted Lights

Twelve Cab Roof Mounted Lights

Two Rear Fender Flood Lights

Two Front Beltline Work Lights

Left Hand Rotary Beacon Light

Extremity, Brake, Turning, and

Hazard Lights

AXLE, WHEELS AND TIRES:

1300 MFWD Front Axle with Limited

Slip Differential

and Driveline Shield

420/85R34 147A8 R1W Radial Front

Single Wheel Configuration - 8

Position

110 mm (4.33 In.) Diameter x 3010

mm (118.5 In.) Rear Axle

480/80R50 159A8 R1W Dual Wheel

Configuration

AG MANAGEMENT SOLUTIONS:

Integrated Plug-In for GreenStar

Display

Deluxe StarFire Receiver Bracket

GreenStar Ready harness with

Implement

Circuit Gateway and Integrated

GreenStar Display Plug-In

Connector (ISO 11783 Compatible)

Ethernet Harness

AutoTrac Ready Components:

Wiring, Steering Controller,

Front Wheel-

Angle Sensor and

Electro-Hydraulic

Steering Valve

Right Side Convenience Step

MISCELLANEOUS:

Horn

PTO Master Shield
Tool Box
Operator's Manual

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7290R Tractor

Equipment for Base Machine

ENGINE: Tier 4 Emissions Compliant

John Deere PowerTech PSS Diesel

In-line 6-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)Fuel System and 24 Valve Head
9.0 L (549 Cu. In.) Displacement
290 Engine hp 97/68/EC @ Rated
Speed

242 SAE PTO hp @ Rated Speed

Automatic Shutdown System

Dry Type Air Cleaner with Safety
Element

and Dirt Aspiration System

Tilt Hood Enclosure with Side
Panels

Viscous Fan

Electric Fuel Shutoff

Electric Thermal Assist Starting
Aid

Coolant Conditioner Additive

Engine Coolant Recovery System

Fuel Filter and Pre-Filter

Fuel Water Separator with Sensor
Self Priming and Bleeding

Electronic Fuel Pump

475 L (125 US Gal.) Fuel Tank
Capacity25.7L (6.8 US Gal.) DEF Tank Size
Capacity

B2 Biodiesel from the Factory

Lockable Fuel Cap

Engine Oil Filter

Electronic Injection, Governor
Control with Field Cruise

TRANSMISSION:

40k (25mph) e23 Transmission with
Efficiency Manager23 Forward/11 Reverse Speeds and
Right Hand ReverserPerma-Clutch II (Hydraulically
Engaged Wet-Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES DIFFERENTIAL:

Load-Sensing Hydraulic Power
Steering

Wet-Disk Hydraulic Power Brakes

Tilt/Telescoping Memory Steering
Wheel

Hydraulically-Engaged Rear

Access Manager

Universal Machine and Work

Monitor

Reconfigurable Display Function

Definable by Operator

iTEC Tractor and Implement

Function Control

Languages:

For a complete list of
languages refer to the Ag Sales
Manual

OPERATOR PROTECTIVE STRUCTURE:

Standard CommandView III Cab

Tilt/Telescoping Memory Steering
Wheel

Comfort Command Seat with

Air Suspension, 40 Degree

Right Hand Swivel

Fore-Aft Lateral

Attenuation with Lumbar Support

Backrest Adjustment

Integrated 7" CommandCenter
DisplayAdjustable Position CommandARM with
Integrated ControlsSwing-Out Rear Window (30
Degrees)

Tinted Glass

Air Conditioner and Heater

Automatic Temperature Controls with
Controls on CommandARMTwo Speed, Intermittent Front and
Rear Wiper/Washer

Pull Down Front Sun Visor

Rear Storage Behind Seat

Folding Instructional Seat

Left Hand Storage

Two Beverage Holders

Right and Left Outside Mirrors

Standard Radio and Speakers

Inside Cab Mounted Rear View
Mirror

Passive Noise Reduction System

Backlit CommandARM Controls

Laminated Front Glass and Sound
BarrierPowerstrip With Convenience Plug
Adapter

Coat Hook in Rear Corner

Right Hand Steps

Programmable Egress Lighting

ELECTRICAL:

Differential Lock

HYDRAULICS:

Pressure and Flow Compensating

Axial Piston Pump

43 GPM (162 L/min) Pump Output

35 GPM (132 L/min) Flow @ One SCV

85L of Take Out Oil

Four Electrohydraulic Remote

Selective Control Valves with

Push/Pull

ISO Breakaway Couplers and High

Pressure Relief Levers

REAR PTO:

Independent 1000 RPM, 45 mm (1-3/4 In.) 20 Spline

PTO Safety Start System

Seat-Activated PTO Warning

Adjustable Engagement Modulation

ROCKSHAFT, HITCH AND DRAWBAR:

Dual Cylinder Electrohydraulic

Hitch with Transport

Lock and External Remote Control Switch

3-Point (Category 3/3N) Hitch

Fixed Length Draft Links Arms

External Sway Blocks with Tapered

Wedge Adjustment

Category 3 Adjustable, Swinging

Drawbar with Clevis

with 1.5" pin

Secondary Implement Chain Support

Hitch Dampening

Center Link Adjustment Handle

RH and LH Liftlink Adjustment

Handles

INSTRUMENTATION:

Corner Post Digital Instrument

Panel includes:

Engine Coolant Temperature Gauge

Fuel Level Gauge with

Low Fuel Warning Signal

Diesel Exhaust Fluid Gauge with low

DEF Warning Signal

Engine RPM Indicator

Status Indicators for MFWD

Differential Lock

Rear PTO Speed

CommandCenter 7" Display with 4100

Processor includes:

Generation 4 AutoTrac Capability

- Activation Required

Video Capability with Tractor

Function Activated Triggers

Key Engine Shutoff

12V Electrical System

Two 925 CCA 12V Batteries

Three 12V Electrical Convenience Outlet

Two 12V Electrical 3-Pin

Outlet with Adapter

Battery Boost Terminal

240 Amp Alternator

SmartCircuit Current Load

Monitoring System with Fuse Panel

7-Terminal Rear Implement

Electrical Outlet Socket

Integrated ISO Radar Connector

StarFire ITC or Radar Speed Input

Harness

ServiceADVISOR Data Port

LIGHTS:

Six Front Grill Mounted Lights

Twelve Cab Roof Mounted Lights

Two Rear Fender Flood Lights

Two Front Beltline Work Lights

Left Hand Rotary Beacon Light

Extremity, Brake, Turning, and

Hazard Lights

AXLE, WHEELS AND TIRES:

1300 MFWD Front Axle with Limited

Slip Differential

and Driveline Shield

420/85R34 147A8 R1W Radial Front

Single Wheel Configuration - 8

Position

110 mm (4.33 In.) Diameter x 3010

mm (118.5 In.) Rear Axle

480/80R50 159A8 R1W Dual Wheel

Configuration

AG MANAGEMENT SOLUTIONS:

Integrated Plug-In for GreenStar

Display

Deluxe StarFire Receiver Bracket

GreenStar Ready harness with

Implement

Circuit Gateway and Integrated

GreenStar Display Plug-In

Connector (ISO 11783 Compatible)

Ethernet Harness

AutoTrac Ready Components:

Wiring, Steering Controller,

Front Wheel-

Angle Sensor and

Electro-Hydraulic

Steering Valve

Right Side Convenience Step

MISCELLANEOUS:

Horn

PTO Master Shield
Tool Box
Operator's Manual

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5100M Utility Tractor (85 PTO hp)

Equipment for Base Machine

ENGINE:

100 Engine Horsepower @ 2200RPM*

85 PTO Horsepower @ 2100 RPM*

Turbocharger with Intercooler

PowerTech Diesel Engine

4 Valve HPCR

Dry Type Air Cleaner with Safety Element

Underhood Muffler with Vertical Exhaust Stack

Cold Start Aid - Glow Plugs

Hand and Foot Throttle

Key Engine Shut Off

Water Separator Bowl

TRANSMISSION:

16F/16R PowrReverser Transmission

Right Hand Speed Controls

EH Differential Lock

Oil Cooler (DT Dependent)

Wet Traction Clutch

Park Lock

Neutral Start Safety Switch

REAR AXLE:

Flanged Rear Axle

Planetary Final Drives

FRONT AXLE:

Mechanical Front Wheel Drive Front Axle

Planetary Final Drives

Electro-Hydraulic MFWD Engagement via On/Auto/Brake

STEERING AND BRAKES:

Hydrostatic Power Steering

Hydraulic Wet Disk Brakes

Self-Equalizing

and Self-Adjusting

HYDRAULIC:

Open Center Hydraulic System

Tandem Gear Pump 24.7 GPM

Maximum Total Flow -

Steering Pump 6.3 GPM (23.7 LPM)

Implement Pump 18.4 GPM

Dual Mid & Dual Rear SCV Control Valves

POWER TAKE-OFF SHAFT:

Independent "Live" 540 RPM Rear PTO Shaft

@ 2100 Engine RPM

Economy PTO Setting for 540 PTO RPM

@ 1645 Engine RPM

Electro-Hydraulic PTO Engagement

Wet PTO Clutch

Drawbar

Telescoping Draft Links with

Category II Balls

Lower Link Draft Sensing

INSTRUMENTATION:

Electric Fuel Gauge

Flashing Warning Lamp

High Beam Indicator Light

Service Transmission Indicator

PTO Speed Indicator/Roll Mode

Natural Indicator (PR Only)

Tachometer/Hour Meter

Engine Oil Pressure

Hydraulic Temperature Indicator

Coolant Temperature Gauge

Alternator Indicator Light

Air Restriction Indicator Light

Exhaust Filter Cleaning Switch

Roll Mode for Instrument Cluster

PTO Engagement Light (Rear PTO)

4WD Engagement Light (4WD Front Axle Only)

Hi/Lo Transmission Indicator Light (32/16 Transmission Only)

ELECTRICAL:

12-Volt Electrical System

One Battery - 950 CCA** with

180 Minute Reserve Capacity

7-Pin ASAE Outlet Socket

LIGHTS:

Two Front Halogen Headlights

Two Turn/Warning Lights

MISCELLANEOUS:

SMV Emblem

Toolbox

English Operator's Manual

OPEN OPERATOR STATION

2-Post Foldable Roll-Over

Protective

Structure (ROPS) Less Canopy

Vinyl Seat with Flip Up Feature and

Retractable Seat Belt

Tilt and Telescopic Steering Column

30 U.S. Gallon Fuel Tank Capacity

70 Amp Alternator

Flashing Warning Light

Dual Tail Lights

Single Rear Work Light

Beverage Holder

8-Position Standard Steel Rear

Wheels

with Two 18.4-30 6PR (R1) Tires

Operator Presence Safety Warning -
PTO
Safety Start Switch
Flip Up PTO Shield

Two 12.4R24 122A8 R1 Radial
* Manufacturer's Rating
** Cold Cranking Amps

ROCKSHAFT, HITCH AND DRAWBAR:
56mm Lift Cylinder
Standard Adjustable Straight

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6105M Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX Diesel
In-line 4-Cylinder Wet-Sleeve
with High Pressure Common Rail
(HPCR)
Fuel System and 16 Valve Head
4.5 L (276 Cu. In.) Displacement
105 Engine hp (97/68/EC) @ Rated
Speed
86 SAE PTO hp @ Rated Speed
Variable Geometry Turbocharger and

Exhaust Gas Recirculation
Dual Temp Cooling System
PowerCore G2 Air Filtration System
with
Permanent Pre-Cleaning and Safety
Element
Underhood AfterTreatment System
with

Deluxe Corner Post Exhaust
Self Priming and Bleeding
Electronic Fuel Pump
58 Gal (220 L) Fuel Tank Capacity
TRANSMISSION:
PowrQuad PLUS 24F/24R Transmission;
25 mph (40km/h)
Electronic LH Reverser
Perma-Clutch II, Wet Multi-Disk
Clutch

Park Lock
Neutral Safety Start System
STEERING, BRAKES, DIFFERENTIAL:
Hydrostatic Steering
Dual Stage Disk Brakes
Rear Axle Differential Lock

HYDRAULICS:

Load Sensing Constant Flow Pressure
Compensated (PC) System
21.1 GPM (80 L/min) Pump Output
21.1 GPM (80 L/min) Flow @ One SCV
1 SCV; Mechanical; ISO Couplers

REAR PTO:

540/1000 RPM, 1-3/8 In. Independent
Rear PTO,
Reversible Shaft and PTO Master
Shield

Electrohydraulic Activation
Wet Multi-Disk Clutch
Neutral Start Safety System

Seat Activated PTO Warning

ROCKSHAFT, HITCH AND DRAWBAR:

End

RH & LH Rear Fender Hitch Controls

INSTRUMENTATION:

Display Functions Definable By
Operator:

Ground Speed
PTO Speed
Engine Hours
Productivity
Efficiency
Area
Implement Width
Service Hours
Fuel Consumption Rate
Time of Day
Fuel Gauge
Engine Oil Pressure Indicator Light
Coolant Temperature
PTO Engagement
Alternator Indicator Light
Directional Indicators
Hazard Switch

CAB OPERATOR STATION:

ComfortGard Cab with Air
Conditioning
and Heater
Two Doors
Front Windshield Wiper & Washer
Mechanical Suspension Seat with
Armrests and Seat Belt
Tilt/Telescopic Steering Column
Right-hand Operational Controls
Floor Mat
Foot Throttle Control
Power Outlet
Pre-Radio Wiring and Speaker
Package

Overhead Courtesy Light
Rear View Mirror
Right Hand Steps and Hand Rail

ELECTRICAL:

Key Shutoff
12-Volt Electrical System
One 12-Volt Battery, 154 Ah (1230
Cold Cranking Amps)
90 Amp Alternator
3 Pin Power Outlet
7 Terminal Rear Implement
Electrical Outlet Socket

LIGHTS:

Four Front Grille Headlights
Two Front Outer Roof Worklights

Electrohydraulic Hitch
 3-Point (Category 2/3N) Hitch
 4488 Lb. (2036 kg) Lift Capacity
 Telescopic Draft Links
 LH Telescopic Draft Link
 Sway Control Blocks
 Category 2 Swinging Drawbar with
 Hammerstrap
 Adjustable Center Link with Ball

One Rear Right Roof Worklight
 Four Roof Mounted Flashing Hazard
 Lights
 Two Rear Fender Tail Lights
 with Brake Lights
 FRONT AXLE WHEELS AND TIRES:
 MFWD
 Steel Wheels
 Electrohydraulic MFWD Engagement,
 Right-hand Console
 Two 14.9R24 In. Radial Tires
 REAR AXLE WHEELS AND TIRES:
 Flanged Axle
 Eight Position Adjustable Steel
 Wheels
 Two 18.4R34 In. Radial Rear Tires
 MISCELLANEOUS:
 Operator's Manual (English) and
 Holder
 SMV Emblem

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6105R Cab Tractor

Equipment for Base Machine

ENGINE:

John Deere PowerTech PVX

Diesel

In-line 4-Cylinder

Wet-Sleeve

with High Pressure Common Rail

(HPCR)

Fuel System and 16 Valve

Head

4.5 L (276 Cu. In.)

Displacement

105 Engine hp (97/68/EC) @ Rated
Speed

86 SAE PTO hp @ Rated Speed

High Pressure Common Rail

Variable Geometry Turbocharger
and

Exhaust Gas Recirculation

Dual Temp Cooling System

PowerCore G2 Air Filtration System
with

Permanent Pre-Cleaning and Safety

Element

Underhood AfterTreatment System
with

Deluxe Corner Post Exhaust

Self Priming and Bleeding

Electronic Fuel Pump

58 Gal (220 L) Fuel Tank

Capacity

Intelligent Power Management

TRANSMISSION:

24/24 AutoQuad PLUS ECO; 25 mph
(40km/h)Reduced Engine rpm's at max
transport speed

Electronic LH Reverser

Perma-Clutch II (Hydraulically
Engaged

Wet Disk Clutch)

Speed Matching

Park Lock

Neutral Safety Start System

STEERING, BRAKES, DIFFERENTIAL:

Hydrostatic Steering

Wet-Disk Hydraulic Power

Brakes

Hydraulically-Engaged Rear

Axle

Differential Lock

HYDRAULICS:

Pressure and Flow Compensated

Hour Meter

Fuel Gauge

Engine Oil Pressure Indicator
Light

Coolant Temperature

PTO Engagement

Engine Air Filter Restriction
Indicator

Alternator

Directional Indicators

Hazard Switch

CommandCenter Display

Includes:

GreenStar 3 Application
Capability

Activations Required

Access Manager

Universal Performance

Monitor

Display Function Definable by
OperatorITEC Headland Management Sy
(Code 8216)

OPERATOR PROTECTIVE STRUC

ComfortView Cab with Air

Conditioning

and Heater

Two Panorama Doors

Front Windshield Washer and

Wiper

Air Suspended Seat with Seat
BeltTilt/Telescopic Steering
ColumnOperational Controls Console
Mounted

Floor Mat

Foot Throttle Control

Diff Lock Switch

Pre-Radio Wiring and Speaker
PackageTwo Speakers and External
Antenna

Coat Hook

Overhead Storage Bin

Left Hand Storage Bin and Acc
Outlet

Overhead Courtesy Light

Rear View Mirror (Code 8230)

Cup Holder on RH Console

Sun Visor

Right Hand Steps and Hand Ra

(PFC)

30 GPM (114 L/min) Pump Output

26.4 GPM (100 L/min) Flow @ One

SCV

Two 450 Series SCV's; Mechanical
with

ISO Breakaway Couplers

REAR PTO:

540/1000 RPM, 1-3/8 In. Independent

Rear PTO,

Reversible Shaft and PTO Master

Shield

Electrohydraulic Activation

Wet Multi-Disk Clutch

Neutral Start Safety System

Seat Activated PTO Warning

RH & LH Rear PTO Switch

ROCKSHAFT, HITCH AND DRAWBAR:

Electrohydraulic Hitch with

Transport

Lock and External Remote

Controls

3-Point (Category 2/3N) Hitch

4755 Lb.(2157 kg) Lift

Capacity

Electronic Lower Link

Telescopic Draft Links

Sway Blocks

Category 2 Swinging

Drawbar with

Hammerstrap

Secondary Implement Chain

Support

Adjustable Center Link with Ball

End

INSTRUMENTATION:

Dashboard Instrument Panel

Includes:

Tachometer

Speedometer

ELECTRICAL:

Key Shutoff

12 Volt Electrical System

12 Volt Battery, 154 Ah

(1230 Cold Cranking Amps)

120 Amp Alternator

3 pin Accessory Outlet (Code

8240)

Multi-Power Outlet Sockets (Cc

878H)

7 Terminal Rear Implement

Electrical Outlet Socket (Cod

8224)

12V Electrical Convenience

Outlet

on RH Console

LIGHTS:

Four Front Grille Headlights

Two Front Grille Worklights

Two Belt Line Mounted Lights (

8730)

Four Front Roof Lights

Two Rear Roof Lights

Four Roof Mounted Flashing

Hazard Lights

Two Rear Fender Tail Lights

with

Brake Lights

FRONT AXLE WHEELS AND TIR

MFWD

Steel Wheels

Electrohydraulic MFWD

Engagement

Two 12.4R24 In. Tires

REAR AXLE WHEELS AND TIRE

Flange Axle

Adjustable Steel Wheels

Two 16.9R30 In. Tires

MISCELLANEOUS:

JDLink Capable

Operator's Manual (English) an

Holder

SMV Emblem

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OP ID: JW

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/29/2014

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

AGENCY Vaaler Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C. Mehlhoff		PHONE (A/C, No, Ext): 701-258-2800	COMPANY Great American Insurance Co Prop & IM Division 6300 S Syracuse Way, Suite 295 Centennial, CO 80111	
FAX (A/C, No): 701-258-2838	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: NDDE-07				
INSURED ND Dept. of Transportation Financial Management Division 608 E Boulevard Ave Bismarck, ND 58505			LOAN NUMBER POLICY NUMBER IMP118755911	
EFFECTIVE DATE 07/01/13		EXPIRATION DATE 07/01/14		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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


COVERAGE INFORMATION

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

REMARKS (Including Special Conditions)**CANCELLATION**

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

ADDITIONAL INTEREST

NAME AND ADDRESS Gooseneck Implement 800 31st Ave. SW Minot,, ND 58701	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED Lessor
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Brian Dusek, RDO Equipment	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-255-1139, bdusek@rdoequipment.com	701-328-4466

DATE : December 18, 2013		RENTAL TERM	BEGINS ON 1. Tractor May 1, 2014 +/- 2. Tractor w/loader May 1, 2014 +/-	ENDS ON 1. November 30, 2014 2. April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	\$ <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>0.01</u>	\$0.01 per unit per hour		
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT BISMARCK DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	UNIT VALUE
See Spreadsheet	2014 John Deere	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	GARY FEIST, MAINTENANCE SUPT.	PHONE NO	701-328-6950		

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

TAXES:

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

INSPECTION:

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

TERMINATION:

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

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

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

LESSEE AGREES TO:

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

PURCHASE ORDER:

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

RENTAL PAYMENTS:

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

LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:

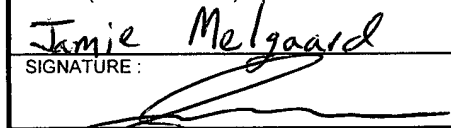
If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:

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

MERGER AND WAIVER:

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

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): <i>Jamie Melgaard</i>	TITLE: <i>COO / Partner</i>
SIGNATURE: 	DATE: <i>Dec 26 2013</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Brad Jan</i>	DATE: <i>4-29-14</i>
AGENCY DIRECTOR SIGNATURE: <i>Grant Levi</i> <i>Darcy R. Rosendall</i>	DATE: <i>01 MAY 2014</i>

APPROVED as to execution this
<i>1st</i> day of <i>May</i> 20 <i>14</i>
ATTORNEY GENERAL
By <i>[Signature]</i>
SPECIAL ASST. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150M	1L06150MTEG791731	\$132,563.09	1	RDO Equipment
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150R	1RW6150RLED013489	\$166,850.00	1	RDO Equipment
BISMARCK	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RHEA013099	\$163,384.00	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RAED013485 & 1POH380XVEC004074	\$194,516.81	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RJEAO13113 & 1POH380XPEC004005	\$178,951.81	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RAEA013052 & 1POH380XTEC004004	\$178,951.81	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150M & H360	1L06150MJEG791202 & 1POH360XVEC008887	\$146,563.45	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150R & H360	1RW6150RCET013171 & 1POH360XAEC008888	\$174,357.36	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150R & H360	1RW6150RCET013199 & 1POH360XCEC008886	\$174,357.36	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RKET013146 & 1POH380XKEC004006	\$191,143.81	1	RDO Equipment
BISMARCK	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170M & H380	1L06170MLEG792934 & 1POH380XCEC004008	\$160,032.81	1	RDO Equipment

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Mike Hass, Jamestown Implement	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-845-5386, mhass@jamestownimp.com	701-328-4466

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

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>Samie Melgaard</i>	TITLE: <i>COO / Partner</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>12/26/2013</i>

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

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

NDDOT District Location	Description	Vendor	Year & Make	Model	Serial Number	Value
VALLEY CITY	Agri. Trctr.	Gooseneck Implement	2014 John Deere	5100M	1LV5100MEES643159	\$ 81,000.00
VALLEY CITY	Agri. Trctr.	Gooseneck Implement	2014 John Deere	5100M	Delivery Date late June 2014	\$ 81,000.00
VALLEY CITY	Agri. Trctr. w/ Loader	Gooseneck Implement	2014 John Deere	6150R	1RW6150RTEA012978	\$ 158,567.30
VALLEY CITY	Agri. Trctr. w/ Loader	Gooseneck Implement	2014 John Deere	6170R	1RW6170RCED013435	\$ 188,299.00
VALLEY CITY	Agri. Trctr. w/ Loader	Gooseneck Implement	2014 John Deere	6170R	1RW6170RAED013437	\$ 193,846.00

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE, ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Joe Vetsch, Leading Edge Equipment	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-662-4948, service@leadingedgeequip.com	701-328-4466

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

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPT. OF TRANSPORTATION				
	DEVILS LAKE DISTRICT OFFICE				
ADDRESS	316 6 TH ST. S.E.				
CITY	DEVILS LAKE	STATE	N.D.	ZIP	58301-3628
CONTACT	LEON MARTINSON, MAINTENANCE	PHONE NO	701-665-5106		

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

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LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:


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


GOVERNING LAW AND VENUE:

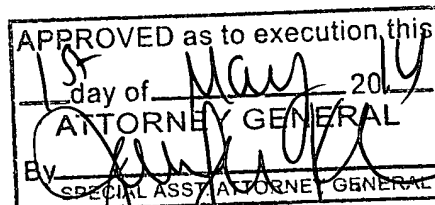
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this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

MERGER AND WAIVER:

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

LESSOR (Vendor)	
TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT):	TITLE:
Jamie Melgaard	COO / Partner
SIGNATURE:	DATE:
	12/26/2013

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE:
	4-29-14
AGENCY DIRECTOR SIGNATURE:	DATE:
for the Grant Levi Nancy R. Rosendahl Dep Dir.	01 MAY 2014



2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	7230R	1RW7230REED081431	\$247,495.00	1	Leading Edge Equipment
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	7210R	1RW7210RAED081719	\$237,236.00	1	Leading Edge Equipment
DEVILS LAKE	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6190R	1RW6190RCED013155	\$200,253.00	1	Leading Edge Equipment
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	7230R & H480	1RW7230RCED081731 & 1POH480XCEC004328	\$269,697.00	1	Leading Edge Equipment
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	7210R & H480	1RW7210RVED081704 & 1POH480XCEC004264	\$257,639.00	1	Leading Edge Equipment
DEVILS LAKE	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RHE013246 & 1POH380XLEC004000	\$207,862.00	1	Leading Edge Equipment
DEVILS LAKE	Trim Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6105M	1L06105MHEG790800	\$103,684.00	1	Leading Edge Equipment
DEVILS LAKE	Trim Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6105M	1L06105MJEG790322	\$103,684.00	1	Leading Edge Equipment

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Brad Nickelson, Gooseneck Implement	Marilyn Langehaug, Purchasing Agent II
PHONE NO.	701-852-0767, bradnickelson@gooseneckimp.com	701-328-4466

DATE : December 18, 2013		RENTAL TERM	BEGINS ON 1. Tractor May 1, 2014 +/- 2. Tractor w/loader May 1, 2014 +/-	ENDS ON 1. November 30, 2014 2. April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	\$ <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>0.01</u>	\$0.01 per unit per hour		
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT MINOT DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
See Spreadsheet	2014 John Deere	See Spreadsheet	See Spreadsheet	See Spreadsheet

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

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which 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>Jamie Melgaard</i>	TITLE: <i>COO/Partner</i>
SIGNATURE: 	DATE: <i>12/26/2013</i>

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

APPROVED as to execution this	
<i>1st</i>	day of <i>May</i> 20 <i>14</i>
ATTORNEY GENERAL	
By 	SPECIAL ASST. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150M	1L06150MKEK790594	\$138,208.00	5	Gooseneck Implement
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150R	1RW6150RTEA012754	\$156,448.00	6	Gooseneck Implement
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RCETO13207	\$190,201.00	6	Gooseneck Implement
MINOT	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RKEA012915	\$172,426.00	5	Gooseneck Implement
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RHETO12930 & 1POH380XAE004013	\$204,288.84	6	Gooseneck Implement
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6210R & H380	1RW6210RPED013439 & 1POH380XVEC004043	\$210,730.81	6	Gooseneck Implement
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RHED013473 & 1POH380XVEC004026	\$208,168.81	5	Gooseneck Implement
MINOT	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6170R & H380	1RW6170RTEA013009 & 1POH380XCE004017	\$185,328.76	6	Gooseneck Implement

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Troy Hoff, Dakota Farm Equipment Inc.	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-225-8123, dfeservice@ndsupernet.com	701-328-4466

DATE : December 18, 2013		RENTAL TERM	BEGINS ON 1. Tractor May 1, 2014 +/- 2. Tractor w/loader May 1, 2014 +/-	ENDS ON 1. November 30, 2014 2. April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	\$ <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>0.01</u>	\$0.01 per unit per hour		
* 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	SERIAL NUMBER
See Spreadsheet	2014 John Deere	See Spreadsheet	See Spreadsheet	See Spreadsheet

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

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which 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>Jamie Melgaard</i>	TITLE: <i>COO/Partner</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>12/26/2013</i>

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

APPROVED as to execution this	
<i>1st</i> day of <i>May</i> 20 <i>14</i>	
ATTORNEY GENERAL	
By <i>[Signature]</i>	SPECIAL ASSY. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RVEA013051	\$173,078.06	1	Dakota Farm Equipment
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RCEA013087	\$173,078.06	1	Dakota Farm Equipment
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150R	1RW6150RHEA013124	\$160,918.56	1	Dakota Farm Equipment
DICKINSON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150R	1RW6150RHEA013057	\$160,918.56	1	Dakota Farm Equipment
DICKINSON	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150R & H360	1RW6150RAEA013105 & 1P0H360XHEC009011	\$176,774.43	1	Dakota Farm Equipment

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Jay Lebacken, True North Equipment	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-746-4436, service@forksequipment.com	701-328-4466

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

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

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which 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>Jamie Melgaard</i>	TITLE: <i>COO / Partner</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>12/26/2013</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>[Signature]</i>	DATE: <i>4-29-14</i>
AGENCY DIRECTOR SIGNATURE: <i>Grant Levi Darcy R. Rosenblahl Dep. Dir.</i>	DATE: <i>01 MAY 2014</i>

APPROVED as to execution this <i>1st</i> day of <i>May</i> 20 <i>14</i>
ATTORNEY GENERAL
By <i>[Signature]</i> SPECIAL ASST ATTORNEY GENERAL

NDDOT District Location	Description	Vendor	Year & Make	Model	Serial Number	Value
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls	Gooseneck Implement	2014 John Deere	6170R	1RW6170RKEA012915	\$ 172,426.00
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls	Gooseneck Implement	2014 John Deere	6170R & H380	1RW6170RHET012930 & 1P0H380XAEC004013	\$ 204,288.84
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls	Gooseneck Implement	2014 John Deere	6210R & H380	1RW6210RPED013439 & 1P0H380XVEC004043	\$ 210,730.81
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls	Gooseneck Implement	2014 John Deere	6170R & H380	1RW6170RHED013473 & 1P0H380XVEC004026	\$ 208,168.81
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls	Gooseneck Implement	2014 John Deere	6170R & H380	1RW6170RTEA013009 & 1P0H380XCEC004017	\$ 185,328.76
GRAND FORKS	Agri. Trctr. w/Dual Rr Whls & Loader	Gooseneck Implement	2014 John Deere	6170R	1RW6170RVEA013051	\$ 173,078.06
GRAND FORKS	Trim Tractor	Gooseneck Implement	2014 John Deere	6170R	1RW6170RCEA013087	\$ 173,078.06
GRAND FORKS	Trim Tractor	Gooseneck Implement	2014 John Deere	6150R	1RW6150RHEA013124	\$ 160,918.56

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Dean, Benth, Gooseneck Implement	Marilyn Langehaug, Purchasing Agent II
PHONE NO.	701-572-6724, deanbenth@gooseneckimp.com	701-328-4466

DATE : December 18, 2013		RENTAL TERM	BEGINS ON 1. Tractor May 1, 2014 +/- 2. Tractor w/loader May 1, 2014 +/-	ENDS ON 1. November 30, 2014 2. April 30, 2015
RENTAL RATES		TRANSPORTATION CHARGES IF APPLICABLE		METER READING OUT
DAY (8HRS.)	\$ <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>0.01</u>	\$0.01 per unit per hour		
* RENTAL RATES ARE BASED ON HOUR METER USAGE				
EQUIPMENT WILL BE USED AT WILLISTON DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
See Spreadsheet	2014 John Deere	See Spreadsheet	See Spreadsheet	See Spreadsheet

BILL TO INFORMATION

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

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

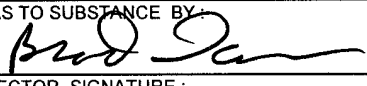
GOVERNING LAW AND VENUE:

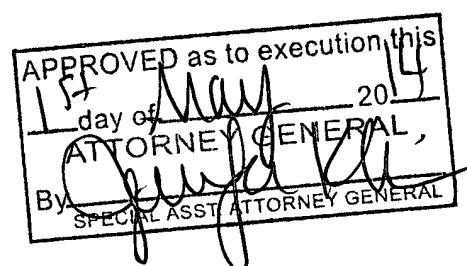
Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this 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>Jamie Melgaard</i>	TITLE: <i>COO / Partner</i>
SIGNATURE: 	DATE: <i>12/26/2013</i>

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



2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6150R	1RW6150RTEA012978	\$158,567.30	5	Gooseneck Implement
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RCED013435	\$188,299.00	5	Gooseneck Implement
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RAED013437	\$193,846.00	6	Gooseneck Implement
WILLISTON	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170R	1RW6170RVET012910	\$185,922.80	5	Gooseneck Implement
WILLISTON	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150R & H380	1RW6150RAET012721 & 1P0H380XAEC004027	\$181,665.81	6	Gooseneck Implement

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Gooseneck Implement	N.D. Department of Transportation
ADDRESS	800 31 st SW	608 E. Boulevard Avenue
CITY, STATE ZIP CODE	Minot, ND 58701	Bismarck, ND 58505-0700
CONTACT	Dustin Tuhy, RDO Equipment	Marilyn Langehaug, Purchasing Agent II
PHONE NO	701-526-2200, Dtuhy@rdoequipment.com	701-328-4466

DATE : December 18, 2013		RENTAL TERM	BEGINS ON 1. Tractor May 1, 2014 +/- 2. Tractor w/loader May 1, 2014 +/-	ENDS ON 1. November 30, 2014 2. April 30, 2015
RENTAL RATES DAY (8HRS.) \$ 0.00 WEEK (44HRS.) \$ 0.00 MONTH (176 HRS.) \$ 0.00 EXCESS HOURS BILLED AT \$ 0.01 * RENTAL RATES ARE BASED ON HOUR METER USAGE		TRANSPORTATION CHARGES IF APPLICABLE None		METER READING OUT See Spreadsheet
		MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$0.01 per unit per hour		METER READING IN
EQUIPMENT WILL BE USED AT FARGO DISTRICT				LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
See Spreadsheet	2014 John Deere	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 OR BRUCE NORD, MAINTENANCE		PHONE NO	701-239-8904 OR 239-8909	

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

- 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>Jamie Melgaard</i>	TITLE: <i>COO / Partner</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>12/26/2013</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>[Signature]</i>	DATE: <i>4-29-14</i>
AGENCY DIRECTOR SIGNATURE: <i>Grant Levi</i> <i>Darcy R. Rosendahl Spp. Dir.</i>	DATE: <i>01 MAY 2014</i>

APPROVED as to execution this
<i>1st</i> day of <i>May</i> 20 <i>14</i>
ATTORNEY GENERAL
By <i>[Signature]</i>
SPECIAL ASST. ATTORNEY GENERAL

2013 - 2014 AGRICULTURAL TRACTOR RENTALS

LOCATION	DESCRIPTION	Rental Period	VENDOR	YEAR/MAKE	MODEL	TRACTOR SERIAL NUMBER	UNIT VALUE	Meter Reading Out	Dealer/Order#
FARGO	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6140R	1RW6140RCET013190	\$158,705.00	1	RDO Equipment
FARGO	Agricultural Tractor	05-01/2014 - 11/30/2014	Gooseneck Implement	2014 / JD	6170M	1L06170MCEK792425	\$143,038.09	1	RDO Equipment
FARGO	Agricultural Tractor With Loader	05-01/2014 - 04/30/2015	Gooseneck Implement	2014 / JD	6150M & H340	1L06150MKEK791325 & 1POH340XKEC008601	\$146,657.15	1	RDO Equipment