

North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract 50200169

Bid Number: 975-13-20-050	Bid Opening Date & Time: 02/28/2020 02:00 PM
Items: Asphalt Roller Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 05/01/2020 TO 10/31/2020	Date Prepared: 02/12/2020

BID RESPONSE

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

CONTRACT

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

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

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

Vendor Name Swanston Equipment		
Mailing Address 3450 Main Ave fargo ND 58103		
Telephone Number 701-293-7325	Fax Number 701-293-9468	E-mail Address mmullen@swanston.com

Chris Shea VP

Name & Title (Type or Print)
Chris Shea
Signature
2-24-20
Date

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

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

Authorized Signature RONALD J. HENKE <i>RJ Henke</i>	Date 5/20/2020
Recommended for approval Brad Jay	Date 5-18-2020 Approximate contract amount \$ 10,740.00



APPROVED as to execution this
19th day of *May* 20*20*
ATTORNEY GENERAL
By *[Signature]*
SPECIAL ASST. ATTORNEY GENERAL

[Signature]
CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

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

BID IS: SEALED NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 975-13-20-050
BID OPENING DATE/TIME – February 28; 2:00 P.M. Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)
2. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
3. **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. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
4. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
 - Preference must first be given to bids submitted by resident North Dakota vendors.
 - If a tie remains, preference is given to approved vendors on the Bidders List.
 - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
5. **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.
6. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
7. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
8. **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: <https://www.nd.gov/omb/vendor>.

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.

9. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.
10. **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 February 20, 2020. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

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

11. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.
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. **Electronic & Facsimile Bids.** Bid responses may be emailed or faxed directly to the procurement officer by the bid opening date and time specified.
14. **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).
15. **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.
16. **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 bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.
17. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

18. **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.
19. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
20. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
21. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
22. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
23. **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.
24. **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.
25. **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.

26. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)
27. **Rejection.** Bid responses may be rejected if:
 - The bid response is not legible.
 - The bid response is not completed as requested.
 - The bid response is faxed to the procurement office.
 - The bid response is not responsive to the specifications or other requirements of the solicitation.
 - The bid response is received after the time and date specified.
 - The bidder has not met Vendor Registration requirements or is suspended or debarred.
 - The bid document has been altered by the bidder.
 - The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

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

30. **Specifications, Compliance.** All bid responses must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.
31. **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.

32. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.
33. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

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

34. **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.
35. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

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

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

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.
5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.
6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

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

7. **Contract Management:** The day to day activities of the rental will be dealt with on the district level between district personnel and the awarded dealership(s). Any changes in the contract must be approved by the Procurement Officer.
8. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the term of the contract period.
9. **Contract Term and Renewal Option.** The NDDOT will enter into a contract which will be effective **beginning upon an acceptable delivery date to extend for a period of not more than twelve months.** This contract is non-renewable.
10. **Contract Termination.**
 - a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
 - b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not

renewed.

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

- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
 - d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.
11. **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.
12. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.
- Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.
- After the contract has been awarded and as soon as the required insurance information is available; ERA(s) will be provided to the Lessor(s), to be signed and returned to the NDDOT.
13. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.
14. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
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. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the

performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

17. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
18. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their loaders running during the term of the contract with minimal down time. Bidders must include a narrative describing their ability to respond to breakdowns with emergency service or replacement equipment.
19. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Mike Mullen
(Name of person servicing this contract)

BUSINESS NAME: Swanston Equipment

MAILING ADDRESS: 3450 Main Ave

CITY & STATE: Fargo ND ZIP CODE: 58103

PHONE NUMBER: 701-293-7325 TOLL FREE: 1-800-369-0371

FAX NUMBER: 701-293-9468 E-MAIL: mmullen@swanston.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR RENTAL OF
A TANDEM DRUM VIBRATORY ASPHALT ROLLER**

The intent of this bid is to request pricing for the monthly rental of a tandem drum vibratory asphalt roller. The rental period will be 6 months from; May 1st, 2020 to October 31st, 2020 +/-.

It is estimated that the roller will be used approximately 50 hours per month.

The award will be made based on the cost of usage per month and cost for additional usage per month to a responsible, responsive bidder considering conformity with specifications, terms of delivery, quality, and serviceability.

General maintenance servicing (greasing, oil & filter change) will be performed by NDDOT every 200 hours. The lessee shall not be charged for servicing at the end of the rental period, if service not due

The rollers shall be 2015 model year or newer. All roller serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. A two working day 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 DOT reserves the right to not rent the rollers depending on pricing. Acceptance will be determined after bids are received.

Lessee will carry physical damage insurance on the rollers. Lessee will accept responsibility for any breakage due to negligence done by them. Rollers will have normal wear and tear from paving operations when returned. The dealer and DOT representative must complete the equipment return form attached within 10 working days of the rollers 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. Rollers out of service for five working days or more shall require a replacement unit of similar features and specified size to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site which meets the terms of these specifications.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department of transportation. 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 roller. 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 roller cleanliness, and basic operation to prevent damage to the roller.

Invoices shall be addressed to the Districts receiving the rollers.

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

BIDDER Swanston Equipment

As a minimum, each unit shall be equipped with:

	COMPLY		COMMENTS
	YES	NO	
1. 2015 model year or newer and be in sound working condition	<u>X</u>	_____	_____
2. Tandem vibratory drum roller	<u>X</u>	_____	_____
3. Minimum 42", Maximum 48" rolling width	<u>X</u>	_____	_____
4. Operating weight ± 7,000 lbs	<u>X</u>	_____	_____
5. Vibration on both drums	<u>X</u>	_____	_____
6. Water sprinkler system on both drums	<u>X</u>	_____	_____
7. Hour meter must not mark time without engine running	<u>X</u>	_____	_____
8. Operator's station with ROPS canopy and deluxe swivel seat	<u>X</u>	_____	_____
9. Unit shall meet OSHA standards	<u>X</u>	_____	_____
10. Complete specifications and descriptive literature to be included with bid	<u>X</u>	_____	_____
11. Full warranty throughout the rental period	<u>X</u>	_____	_____

The vibratory rollers shall be delivered and basic operations and maintenance training provided to lessee at the following locations:

1 Each: Valley City ND

1 Each: Devils Lake ND

Bid Response

ITEM NO. 1: 42"- 48" TANDEM DRUM VIBRATORY ASPHALT ROLLER 2 EACH
May 1, 2020 thru October 31, 2020 +/- (approx. 50 hrs./month)

Valley City, ND 1 Each

Year: 2017 Make: Volvo Model: DD25

\$ 895.00 /Month \$ \$0.00 /Excess hourly usage over 50hr/month

Devils Lake, ND 1 Each

Year: 2019 Make: Volvo Model: DD25

\$ 895.00 /Month \$ \$0.00 /Excess hourly usage over 50hr/month

BIDDER'S PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)

PRIMARY CONTACT NAME Mike Mullen
BUSINESS NAME: Swanston Equipment
MAILING ADDRESS: 3450 Main Ave
CITY & STATE: Fargo ND ZIP CODE: 58103
PHONE NUMBER: 701-293-7325 TOLL FREE: 1-800-369-0371
FAX NUMBER: 701-293-9468 EMAIL: mmullen@swanston.com

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

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

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

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

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

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

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

SERVICE CONTACT NAME Same as above

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

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: _____

EQUIPMENT RENTAL AGREEMENT

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

SAMPLE

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

DATE	RENTAL TERM	BEGINS ON	ENDS ON
DAY (8HRS.)	RENTAL RATES * \$	TRANSPORTATION CHARGES IF APPLICABLE	
WEEK (44HRS.)	\$	METER READING OUT	
MONTH (176 HRS.)	\$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE	
EXCESS HOURS BILLED AT	\$	METER READING IN	
* 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
SEE ATTACHED SPREADSHEET			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:

SAMPLE

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

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

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



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

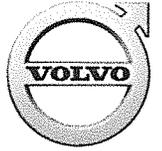
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

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



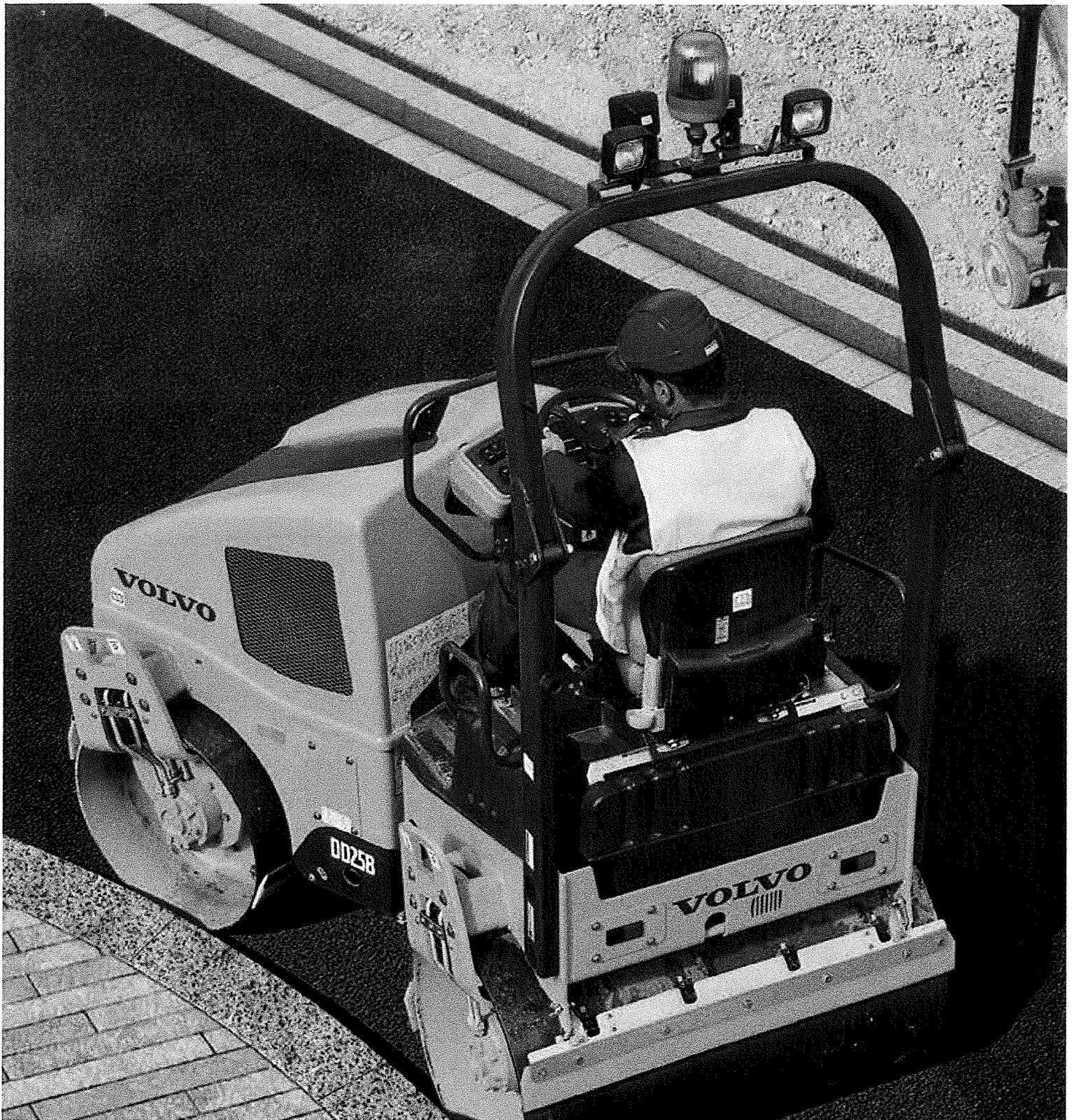
Volvo Construction Equipment
Building Tomorrow



DD25B

Volvo Double Drum Compactors 2.6 t / 5,775 lb 24.4 hp





360° visibility

With an optimally positioned sliding seat, angled drum mounts and a sloping hood design, the DD25B provides industry-leading, all-around visibility. Whether rolling forwards or in reverse, the operator has a clear view of the drum edges and surroundings – delivering precise compaction and improved safety.

Performance you can count on.

Introducing the DD25B, a highly efficient double drum compactor designed to increase performance and reduce fuel consumption on small scale compaction projects. Featuring the new Volvo D1.7A engine, this machine meets the strict Stage IV/Tier 4 Final emissions regulations without adding an exhaust after-treatment system. Experience increased machine performance and enhanced productivity with Volvo.



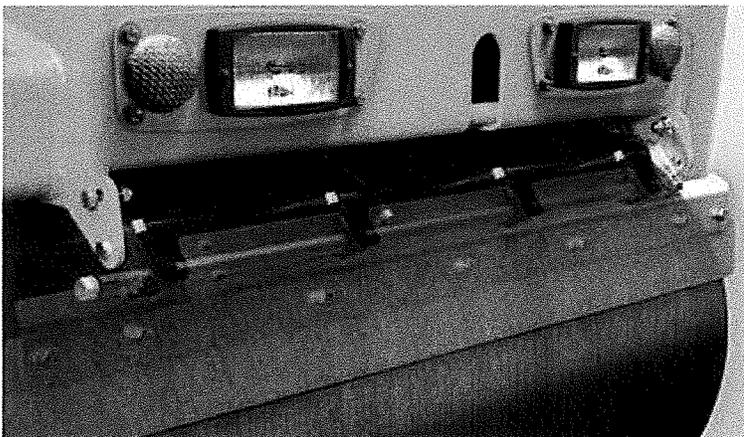
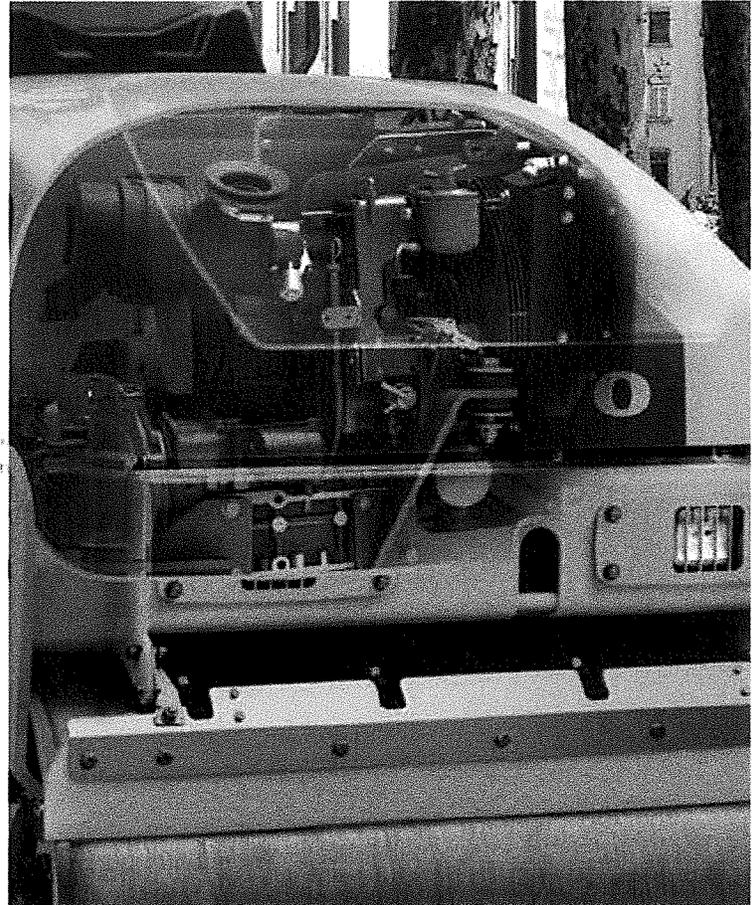
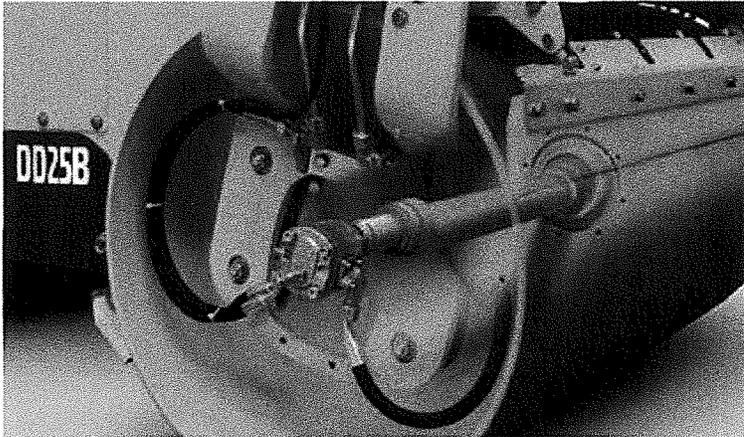
High performance

With Volvo's high frequency compaction, the DD25B can travel faster while still maintaining the correct impact spacing necessary for high productivity and a smooth finish. The frequency can be adjusted from 3300 vpm to 4000 vpm to cater for different applications.



Optimized for efficiency

The new Volvo D1.7A (18.5kW/25hp) engine effectively meets the stringent Stage IV/ Tier 4 Final emissions regulations without the cost or complexity of an exhaust after-treatment system. The optimized eccentric system ensures a powerful performance – equivalent to machines fitted with a bigger engine.



Pressurized water system

The DD25B boasts an industry-leading water tank capacity. A rust-proof, pressurized water system provides consistent flow to the front and rear drum surfaces – eliminating asphalt pick-up. Fine filters behind each of the eight spray nozzles minimize clogging and ensure correct fan spray coverage – providing ideal wetting of the drum surface.



Reduced fuel consumption

The Volvo D1.7A engine is perfectly matched to the DD25B's hydraulic system – delivering high performance and a 7% reduction in fuel consumption.

The Volvo experience.

Engine compartment

For easy maintenance access, the hinged engine hood tilts forward – providing wide access to the engine and hydraulic components at ground level.

Water level indicator

The operator can easily monitor the water tank level from the seat.

Intermittent water spray

The DD25B boasts an industry-leading water tank capacity. The operator can adjust the time between water sprays to the drums to conserve water and reduce refilling downtime.



Optimized for efficiency

The new Volvo D1.7A engine delivers high performance while meeting the stringent Stage IV/ Tier 4 Final emissions regulations without an exhaust after-treatment system.

Urethane drum wipers

Front and rear drum wipers are made of urethane – increasing effectiveness and component lifetime as well as reducing maintenance requirements.

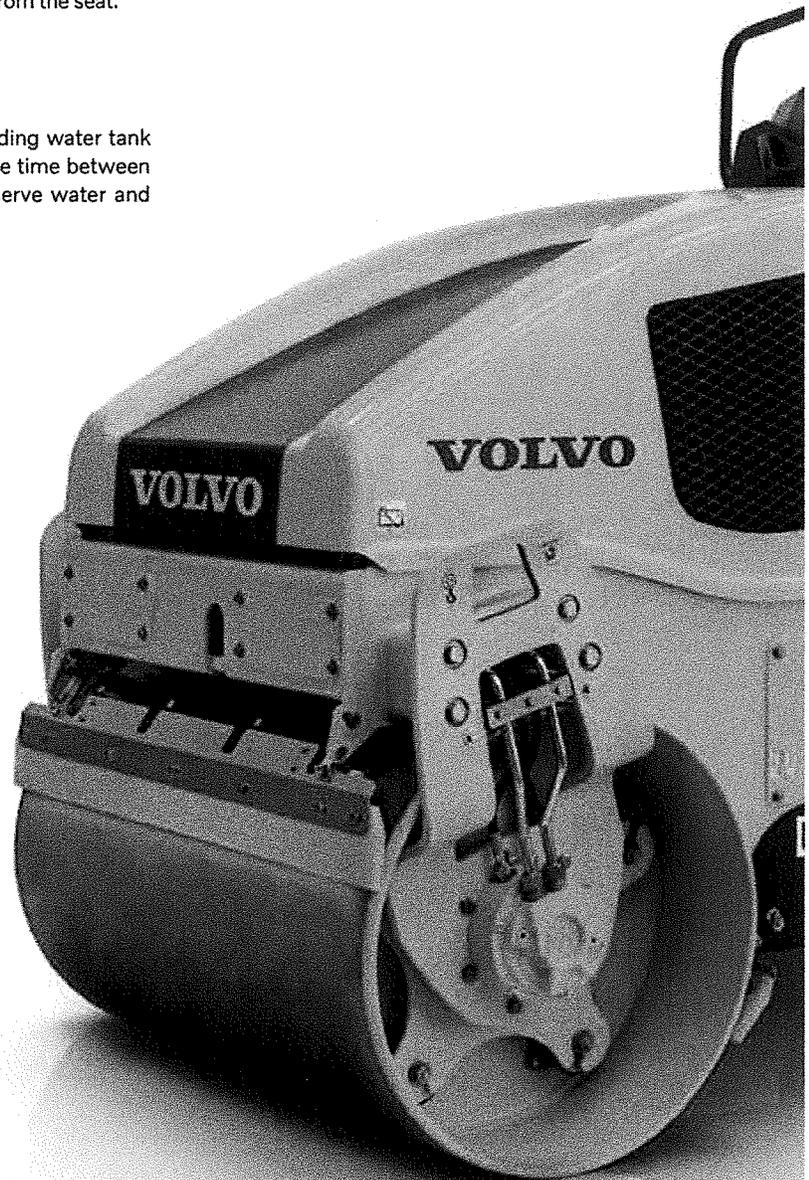
Auto start vibration

Vibration engages automatically when the FSR lever is moved out of neutral and disengages when the lever is put in the stop position. This eliminates the risk of accidental damage to the mat.



Reduced fuel consumption

The Volvo D1.7A engine is perfectly matched to the DD25B's hydraulic system – delivering high performance and a 7% reduction in fuel consumption.





Machined drums

Machined drums with chamfered edges are perfectly round in order to produce a smooth, mark-free mat.



360° visibility

With an optimally positioned sliding seat and a sloping engine hood design, the operator will experience industry-leading, all-around visibility.



High performance

With Volvo's high frequency compaction, the DD25B can travel faster while still maintaining the correct impact spacing necessary for high productivity and a smooth finish.

Quick removal of nozzles

Water nozzles can be quickly removed without the need for tools – increasing machine uptime and water system performance.

Maintenance-free bearings

Maintenance-free eccentric bearings are lubricated for life and built to tolerate high temperatures and rotation speeds.

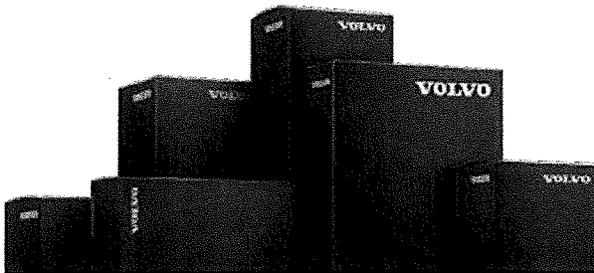


Pressurized water system

A rust-proof, pressurized water system provides consistent flow to the drum surfaces – eliminating asphalt pick-up.

Maintain your productivity.

Volvo machines are built to last. That's why all service points on the DD25B are easy to access for fast maintenance and reduced downtime. The lightweight engine hood opens effortlessly for daily inspection. Combined with Volvo's excellent service support, your DD25B will keep you rolling longer.



Easy-access engine compartment

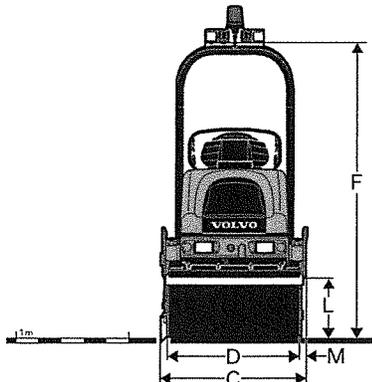
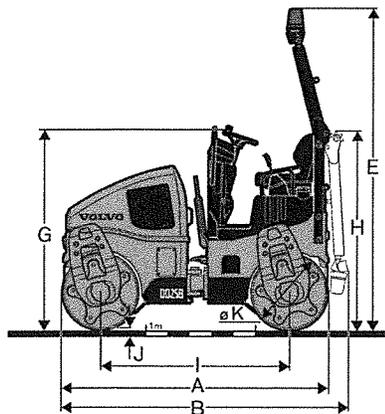
The engine hood can be easily opened for daily maintenance and inspection. The hinged engine hood design is lightweight and tilts forward with the aid of two gas struts giving wide access to the engine and hydraulic components.

Dealer support comes standard

Your local Volvo dealer backs you and your operation with a ready supply of genuine Volvo parts that are perfectly matched to your machine. Your dealer is also ready to help you stay working with expert, trained service and support.

Specifications.

Model			DD25B Narrow Drum		DD25B Wide Drum		
Machine weights (w/ ROPS)							
Operating weight	kg	lb	2 515	5,545	2 620	5,776	
Weight @ front drum	kg	lb	1 211	2,670	1 270	2,800	
Weight @ rear drum	kg	lb	1 304	2,875	1 360	2,998	
Shipping weight	kg	lb	2 359	5,201	2 470	5,445	
Drum							
Width	mm	in	1 000	39.4	1 200	47.2	
Diameter	mm	in	700	27.5	700	27.5	
Shell thickness	mm	in	13	0.51	13	0.51	
Finish	Machined						
Vibration							
Frequency	Hz	vpm	55/66.7	3,300/4,000	55/66.7	3,300/4,000	
Nominal amplitude	mm	in	0.54	0.0210	0.5	0.0197	
Centrifugal force	high	kN	lb	37.5	8,430	40.6	9,127
	low			25.5	5,732	27.7	6,227
Propulsion							
Type	Closed-loop hydrostatic						
Drum drive	Radial piston						
Travel speed	km/h	mph	0 – 10.3	0 – 6.4	0 – 10.3	0 – 6.4	
Engine							
Make / model	Engine Tier 4 Final - Volvo D17A						
Engine type	3-cylinder diesel						
Rated power @ installed speed	kW	hp	18.2 kW / 24.4 hp @ 2 200 r/min				
Electrical	12 volts, 70 A alternator						
Brakes							
Service	Hydrostatic						
Parking secondary	Spring-applied, hydraulic release on each drum						
Water system							
Type	Pressurized						
Nozzles	4 per drum						
Filtration	Inlet and nozzle filtration						
Drum wipers	Spring-loaded, self-adjusting urethane wipers						
Water tank capacity	l	gal	260	69	260	69	
Miscellaneous							
Articulation angle					+ / - 30		
Oscillation angle					+ / - 10		
Inside turning radius (to drum edge)	mm	in	2 800	110	2 800	110	
Fuel tank capacity	l	gal	40	10.6	40	10.6	
Hydraulic oil capacity	l	gal	27	7.2	27	7.2	
Gradeability (theoretical)					30		
Guaranteed Sound Level							
Operator's Ear, acc. to ISO 11203:2009	L _{PA} dB				87		
External, acc. to Directive 2000/14/EC	L _{WA} dB				106		

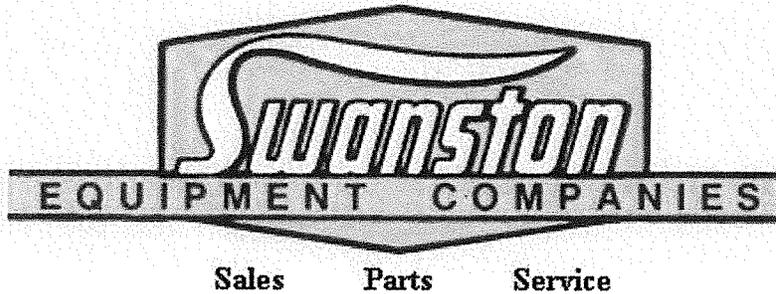


DIMENSIONS	DD25B Narrow Drum		DD25B Wide Drum	
	mm	in	mm	in
A	2 420	95.3	2 420	95.3
B	2 540	100.0	2 540	100.0
C	1 090	42.9	1 290	50.8
D	1 000	39.4	1 200	47.2
E	2 955	116.3	2 955	116.3
F	2 650	104.3	2 650	104.3
G	1 870	73.6	1 870	73.6
H	2 020	79.5	2 020	79.5
I	1 720	67.7	1 720	67.7
J	13	0.5	13	0.5
K	700	27.6	700	27.6
L	490	19.3	490	19.3
M	45	1.8	45	1.8

VOLVO

Volvo Construction Equipment

volvoce.com



North Dakota Department of Transportation

February 24, 2020

Swanston Equipment is a full line dealer with locations in Fargo and Minot. Both facilities have full service and parts with service vehicles for onsite visits. Our locations also have after hour parts contact specialist if so required. We have the ability to supply the state with a service replacement from our rental fleet if so required due to down time. I appreciate the opportunity to do business with the NDDOT.

Thank You, Mike Mullen

MODEL DD25B VIBRATORY COMPACTOR OR EQUIVALENT

Minimum Bid Specifications

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure / specifications of the unit bid)
- Indicate compliance with checking either a YES or NO answer.
- A 'YES' answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified.
- Explain all 'NO' answers in detail in the section at the end, clearly referencing the relevant non-conforming item(s) by section and item number.

! DELETE THE SECTION IN RED BEFORE PRINTING FOR THE CUSTOMER. INTERNAL NOTES ONLY!

- *Features specific to Volvo equipment are italicized.*
- For Further Spec Customization Assistance, go to the VDN website, start with the menu bar and follow this path: systems/products/Access Competitive Comparisons selection.

! DELETE THE SECTION IN RED BEFORE PRINTING FOR THE CUSTOMER. INTERNAL NOTES ONLY!

	COMPLIANT?	
	YES	NO
A) GENERAL		
The intent of this specification is to describe a vibratory drum compactor suitable for asphalt compaction in sufficient detail to prepare bid specifications for the purchase of similar equipment.	_____	_____
B) ENGINE		
1. Shall be a heavy-duty, liquid-cooled Volvo diesel of 25 HP (18.5 kW) at rated speed. Engine shall meet US EPA Tier 4 final Emissions	_____	_____
2. Shall include an efficient, dry-type air cleaner with replaceable element, air cleaner safety element, fuel filter(s) and an electrical system consisting of a 12-volt 45 amp alternator, starter and battery.	_____	_____
3. Fuel capacity shall be a minimum of 10.6 gallons (40 liter) and ensure 8-hour operation.	_____	_____
C) PROPULSION SYSTEM		
1. Shall be of the fully hydrostatic, closed-circuit type with single-lever control of both direction and speed.	_____	_____
2. Shall be independent of the vibration system.	_____	_____
3. A low-speed, high-torque hydrostatic motor shall directly drive each drum.	_____	_____
4. Chain, belt or other type drives requiring adjustments are not permitted.	_____	_____
5. Travel speed shall be infinitely variable with a minimum top speed of 6.2-mph (10 km/hr) in both forward and reverse.	_____	_____
6. Provision shall be made for bypassing the hydraulic propulsion system and releasing the	_____	_____

Spring-Applied brake to allow towing of the unit in the event of an engine or hydraulic system malfunction. _____

D) BRAKES

Shall be equipped with a Spring-Applied Hydraulically Released (SAHR), parking/secondary braking system on each drum conforming to SAE J1472 standards. _____

E) HYDRAULIC RESERVOIR

1. Shall be common to propulsion, vibration and steering systems and be of not less than 7.1 gallons (27 liter) capacity. _____

2. Shall be equipped with a full-flow, suction-line charge oil filter of at least 10-micron filtration. _____

F) STEERING

1. Shall be of the hydraulic, full-power, center-point articulated design with an inside turning radius not to exceed 110" (2800 mm) to drum edge. _____

2. Shall utilize a double-acting steering cylinder, separate steering pump and steering relief valve for overload protection. _____

G) OPERATOR'S STATION

1. Shall have a fully adjustable (sliding front-to-rear and side-to-side) suspension seat which will provide a clear view of the drum edges. _____

2. Single-lever control of speed and direction, steering wheel, vibration system control, parking/secondary brake and horn shall be within convenient reach of the operator to promote safety and ease of operation. _____

3. The following condition indicators shall be provided: hour meter, high engine temperature/low engine oil pressure (with audible alarm), battery charge and brake "on". _____

4. A neutral-start safety switch is mandatory; a back-up alarm shall be included. _____

5. Operator's platform must incorporate skid-resistant walkway surfaces, railings and hand holds. _____

6. Warning decals shall be conspicuously displayed. _____

7. Roll Over Protection Structure (ROPS) and seat belt are mandatory. _____

8. Vibration isolated operator platform including isolation of operator seat, feet, and hands. _____

9. Seat shall have shutdown switch as safety feature. _____

10. Fuel level gauge shall be visible to operator _____

I) DIMENSIONS

1. Maximum overall length of 95" (2420 mm). _____
2. Maximum width of 51" (1290 mm). _____
3. Maximum height - top of steering wheel of 74" (1870 mm). _____
4. Maximum height - top of ROPS of 104.3" (2650 mm). _____
5. Maximum drum base of 68" (1720 mm). _____
6. Minimum curb clearance: right of 19.3" (490 mm), left of 19.3" (490 mm). _____
7. Maximum side clearance of 2.2" (56 mm) (both sides). _____

J) DRUM

1. The machined and chamfered drums shall be not less than 28" (700 mm) diameter and 39" (1000 mm) wide. _____
2. Shall have a nominal shell thickness of not less than .50" (13 mm). _____
3. The drum edges at ground contact point must be visible to the operator on either side of the unit. _____
4. A flexible, adjustable, non-metallic drum surface wiping device shall be mounted on the frame structure that surrounds each drum. _____
5. The drum and its vibrating parts shall be isolated from the rest of the roller by resilient, replaceable supports that isolate at least 90% of the vibration under normal operation. _____

K) VIBRATORY SYSTEM

1. Shall consist of a fixed-displacement hydraulic pump driving a fixed-displacement hydraulic motor directly coupled to an internal, shaft-type eccentric mechanism. _____
2. The eccentric mechanism shall be mounted in heavy-duty, anti-friction bearings with oil-splash lubrication. _____
3. Shall have dual frequencies of not less than 3300 vpm (55 Hz and 4000 vpm (67 Hz). _____
4. Shall have minimal nominal amplitude of 0.019" (0,50 mm). _____
5. Minimum centrifugal force shall be 5,732 lb. (25.5 kN) low and 8,430 lb. (37.5 kN) high _____
6. Vibratory system must be controllable to the extent that the unit can be operated as totally static, front drum only vibrating, or both drums vibrating. _____
7. Manual and automatic means for cutout of the vibrators shall be provided. _____
8. Vibration shall cease below 0.5 mph (0.8 km/hr) in automatic mode. _____

L) WATER SPRAY SYSTEM

1. Shall be equipped with a rotationally molded polyethylene water spray tank of not less _____

than 69 gallons (260 liter) capacity. _____

2. Water tank shall be equipped with a drain plug. _____

3. An electric, externally mounted water pump is to provide pressurized water to the sprinkler bars mounted at each drum. _____

4. Each spray bar shall have four (4) hand-serviceable spray nozzles. _____

5. Water filtration is to be provided by an in-line filter and individual 100-mesh screens in the spray nozzles. _____

6. Water spray system must have three modes: on, off and automatic. _____

M) OPTIONAL EQUIPMENT (Select those desired)

____ 1. ROPS structure shall be folding type to facilitate transportation of the unit.

____ 2. ROPS structure shall include FOPS canopy

____ 3. Work lights shall consist of two front facing and two rear facing and be mounted to top of ROPS

____ 4. Turn signals and hazard lights shall be frame mounted.

____ 5. Rotating beacon shall be ROPS mounted

EXCEPTION DETAIL - Please Reference Category and item letter.



RENTAL AGREEMENT

Bobcat of Fargo
 3450 West Main Ave
 Fargo, ND 58103
 701-293-7325

Bobcat of Minot
 3915 Burdick Expressway East
 Minot, ND 58703
 701-837-9901



NAME AND ADDRESS OF LESSEE

Company _____

ATTENTION _____

Address _____

City _____ State _____ Zip _____

Phone # _____

P.O. # _____ /Job Site _____

RENTAL TERMS

Make _____ Model _____ Serial No. _____ Price _____

Initial Term _____ Rental Rates \$ _____ 8 Hour Day \$ _____ 40 Hour Week \$ _____ 160 Hour Month

Rental Commencement Date _____ Time _____ Machine Hours _____

Date Returned _____ Time _____ Machine Hours _____

DEF _____ Out _____ In Fuel _____ Out _____ In Body _____ Out _____ In Tires _____ Out _____ In Bucket _____ Out _____ In

Make _____ Model _____ Serial No. _____ Price _____

Initial Term _____ Rental Rates \$ _____ 8 Hour Day \$ _____ 40 Hour Week \$ _____ 160 Hour Month

Rental Commencement Date _____ Time _____ Machine Hours _____

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DEF _____ Out _____ In Fuel _____ Out _____ In Body _____ Out _____ In Tires _____ Out _____ In Bucket _____ Out _____ In

Make _____ Model _____ Serial No. _____ Price _____

Initial Term _____ Rental Rates \$ _____ 8 Hour Day \$ _____ 40 Hour Week \$ _____ 160 Hour Month

Rental Commencement Date _____ Time _____ Machine Hours _____

Date Returned _____ Time _____ Machine Hours _____

DEF _____ Out _____ In Fuel _____ Out _____ In Body _____ Out _____ In Tires _____ Out _____ In Bucket _____ Out _____ In

NOTES / COMMENTS / SPECIAL PROVISIONS / DISCREPANCIES

Tier 4 Compliance: Customer/Lessee acknowledges that he/she has received and carefully reviewed all EPA Tier 4 instructions and warnings (including, without limitation, those pertaining to refilling Diesel Exhaust Fluid (DEF) and permitting items equipped with Particulate Matter (PM) filters to complete regeneration cycles at regular intervals) and agrees to fully and timely comply with all such instructions and warnings.

WE CHARGE FOR ALL TIME OUT, INCLUDING WEEKENDS AND HOLIDAYS. SAVE MONEY BY TIMELY RETURNING ALL RENTED ITEMS

ALL CHARGES DUE HEREUNDER ARE SUBJECT TO FINAL AUDIT BY SWANSTON EQUIPMENT CORPORATION (SEC). YOU AUTHORIZE SEC TO CHARGE ALL AMOUNTS DUE AND COMING DUE HEREUNDER TO ANY CREDIT CARD(S) YOU PROVIDE (SEE PAGE 2). BY SIGNING BELOW, YOU ACKNOWLEDGE YOUR RECEIPT OF AND AGREEMENT TO COMPLY FULLY WITH ALL TRAINING, FAMILIARIZATION, INSTRUCTIONS, AND WARNINGS APPLICABLE TO THE RENTED ITEM(S). **THIS IS A LEGALLY BINDING CONTRACT: IMPORTANT TERMS AND CONDITIONS APPEAR ON THE REVERSE SIDE (OR PAGE 2) HEREOF.** ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO AND SHALL NOT BE ENFORCEABLE AGAINST SEC UNLESS SEPARATELY (AND SPECIFICALLY) APPROVED IN WRITING BY SEC.

IMPORTANT! PLEASE READ CAREFULLY BEFORE SIGNING

You, the undersigned (as "Customer"/"Lessee"/"Guarantor") acknowledge and agree that you have received, carefully reviewed, fully understand, and agree to all the of the terms and conditions set forth on the **front and reverse side (or Page 2)** of this contract and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising under and/or in connection with this contract. The above described Equipment has been received in good repair and operating condition and is accepted by LESSEE, subject to the terms of a written RENTAL AGREEMENT between LESSEE and LESSOR or, if there is no such written RENTAL AGREEMENT, then, subject to the terms and conditions on the reverse side (or Page 2) hereof, which are hereby made a part hereof by reference as if fully set forth herein.

AUTHORIZED BY _____ PRINT NAME _____ DATE _____

RECEIVED BY _____ PRINT NAME _____ DATE _____

RETURNED BY _____ PRINT NAME _____ DATE _____

DEALER REPRESENTATIVE SIGNATURE _____

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	3450 Main Avenue	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Fargo, ND, 58103	BISMARCK ND 58505-0700
CONTACT	Mike Mullen	VANESSA BROSTEN
PHONE NO	701-293-7325	701-328-4466

DATE March 13, 2020	RENTAL TERM	BEGINS ON May 1, 2020	ENDS ON October 31, 2020
RENTAL RATES DAY (8HRS.) \$ <u>0.00</u>	TRANSPORTATION CHARGES IF APPLICABLE NONE		METER READING OUT <u>103</u>
WEEK (44HRS.) \$ <u>0.00</u>	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.) \$ <u>895.00</u>			
EXCESS HOURS BILLED AT \$ <u>0.00</u>			
* RENTAL RATES ARE BASED ON HOUR METER USAGE			
EQUIPMENT WILL BE USED AT DEVILS LAKE DISTRICT			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION
<u>661007</u>	<u>Volvo</u>	<u>DD25</u>	<u>Asphalt Roller</u>
			UNIT VALUE <u>\$35,000</u>

/ BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	DEVILS LAKE DISTRICT OFFICE				
ADDRESS	316 6 TH ST. SE				
CITY	DEVILS LAKE	STATE	ND	ZIP	58301-3628
CONTACT	MIKE PIKE, MAINTENANCE	PHONE NO	701-665-5106		

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

TAXES:

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

INSPECTION:

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

TERMINATION:

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

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

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

LESSEE AGREES TO:

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

PURCHASE ORDER:

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

RENTAL PAYMENTS:

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

LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:

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

GOVERNING LAW AND VENUE:

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

MERGER AND WAIVER:

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

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): <u>CHRIS SHEA</u>	TITLE: <u>VP</u>
SIGNATURE: <u>[Signature]</u>	DATE: <u>5-15-2020</u>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <u>[Signature]</u>	DATE: <u>5-18-2</u>
AGENCY DIRECTOR SIGNATURE: <u>RONALD J. HENKE</u> <u>[Signature]</u>	DATE: <u>5/20/2020</u>

[Signature]

APPROVED as to execution this
19 day of May 2020
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL

[Signature]

EQUIPMENT RENTAL AGREEMENT

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

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	3450 Main Avenue	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Fargo, ND, 58103	BISMARCK ND 58505-0700
CONTACT	Mike Mullen	VANESSA BROSTEN
PHONE NO	701-293-7325	701-328-4466

DATE March 13, 2020	RENTAL TERM	BEGINS ON May 1, 2020	ENDS ON October 31, 2020
RENTAL RATES DAY (8HRS.) \$ <u>0.00</u>	TRANSPORTATION CHARGES IF APPLICABLE NONE		METER READING OUT 34
WEEK (44HRS.) \$ <u>0.00</u>	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE		METER READING IN
MONTH (176 HRS.) \$ <u>895.00</u>			
EXCESS HOURS BILLED AT \$ <u>0.00</u>			
* RENTAL RATES ARE BASED ON HOUR METER USAGE			
EQUIPMENT WILL BE USED AT VALLEY CITY DISTRICT			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION
661008	Volvo	DD25	Asphalt Roller
			UNIT VALUE \$ 35,000

BILL TO INFORMATION					
NAME	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION				
	VALLEY CITY DISTRICT OFFICE				
ADDRESS	1524 8 TH AVENUE SW				
CITY	VALLEY CITY	STATE	ND	ZIP	58072-4200
CONTACT	KATHY BEACH, MAINTENANCE	PHONE NO	701-845-8815		

TERMS AND CONDITIONS

AGREEMENT:

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

AMENDMENTS:

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

TRANSPORTATION CHARGES:

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

OPERATION OF EQUIPMENT:

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

REPAIRS:

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

WARRANTY:

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

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

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

LIABILITY:

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

INSURANCE:

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

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

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

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

TAXES:

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

INSPECTION:

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

TERMINATION:

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

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

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

LESSEE AGREES TO:

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

PURCHASE ORDER:

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

RENTAL PAYMENTS:

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

LATE PAYMENTS:

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

EXTENDED RENTAL PERIOD:

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

REQUEST FOR BID:

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

GOVERNING LAW AND VENUE:

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

MERGER AND WAIVER:

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

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): <i>CHRIS SHEA</i>	TITLE: <i>UP</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>5-15-2020</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Bred Jay</i>	DATE: <i>5-20-2020</i>
AGENCY DIRECTOR SIGNATURE: <i>RONALD J. HENKE</i>	DATE: <i>5/20/2020</i>

APPROVED as to execution this
15th day of *May* 20*20*
ATTORNEY GENERAL
By *[Signature]*
SPECIAL ASST. ATTORNEY GENERAL



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/18/2020

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 Inc PO Box 933 Bismarck, ND 58504	PHONE (A/C, No, Ext): (701) 258-2800	COMPANY Great American Insurance Company Property & Inland Marine Division 6300 S Syracuse Way STE 295 Centennial, CO 80111
FAX (A/C, No): (701) 258-2838	E-MAIL ADDRESS: vaalergf@vaaler.com	
CODE: AGENCY CUSTOMER ID #: NDOFFIC-03	SUB CODE:	
INSURED ND Office Of Mgmt & Budget State Procurement Office 1600 East Century Ave. Ste 4 Bismarck, ND 58503-0649	LOAN NUMBER	POLICY NUMBER IMP1187559
	EFFECTIVE DATE 7/1/2019	EXPIRATION DATE 7/1/2020
	<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

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Contractors Equipment (ND Highway Patrol & NDDOT)(\$10,000,000 Any One Loss)(\$600,000 any one item)			<input checked="" type="checkbox"/>	\$11,479,847	15,000
Misc Equip+ Underground Equip (\$29,555)Sched Depts (\$10,000,000 Any One Loss)(\$350,000 any one item)				\$18,792,864	5,000
Equip Leased/Rented/Borrow F/Others-(ND DOT & ND Highway Patrol) (\$600,000 any 1 item)				\$3,000,000	15,000
Equip Leased/Rented/Borrow F/Others-Scheduled Depts (\$1,000,000 any one loss)(\$600,000 any one item)				\$1,000,000	5,000
Vehicle Physical Damage- ND DOT & ND State Hospital(\$10,000,000 any one loss)(\$650,000 any one item)				\$27,966,603	25,000
Vehicle Physical Damage-All Scheduled Departments(\$10,000,000 any one loss)(\$650,000 any item)				\$942,840	7,500

REMARKS (Including Special Conditions)

Special Conditions:
Regarding rental of an Asphalt Paver and Asphalt Roller; see attached for specific equipment information

Remarks:
Equipment Leased & Rented From Others
Any one item maximum \$600,000; excludes any item less than \$25,000 ACV and any cranes; \$15,000 Deductible

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 Swanston Equipment Companies PO Box 1963 Fargo, ND 58107-1963	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

<u>Dist. No.</u>	<u>NDDOT District Location</u>	<u>Description</u>	<u>Vendor</u>	<u>Year & Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Value</u>	<u>From</u>	<u>To</u>
2	Valley City	Asphalt Roller	Swanston Equipment	Volvo	DD25	661007	\$35,000.00	5/1/2020	10/31/2020
3	Devils Lake	Asphalt Roller	Swanston Equipment	Volvo	DD25	661008	\$35,000.00	5/1/2020	10/31/2020