

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 550-72-12-050	Bid Opening Date & Time: 02/21/2012 02:00 PM
Items: Tape, Pavement Marking-Plastic, Retroreflective	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue, Rm 222	Telephone Number: 701-328-2571
City, State, Zip: Bismarck, ND, 58505	Email: vbrosten@nd.gov
Contract Period: 03/01/2012 TO 02/28/2013	Date Prepared: 02/03/2012

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 <u>Swarco Industries</u>	Vendor Address <u>PO Box 89, Columbia, TN 38402</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <u>Swarco Industries, Inc.</u>		
Mailing Address <u>PO Box 89 Columbia, Tennessee 38402</u>		
Telephone Number <u>931-388-5900</u>	Fax Number <u>931-388-4039</u>	E-mail Address <u>laura.mitchell@swarco.com</u>

Jon Sproul, President/General Manager

Name & Title (Type or Print)

[Signature]

Signature

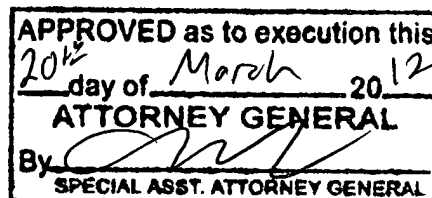
2/9/2012

Date

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

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

Authorized Signature <u>[Signature]</u>	Date <u>3/21/12</u>
Recommended for approval <u>[Signature]</u>	Date <u>3-20-12</u>
	Approximate contract amount <u>\$ unknown</u>



CLA 7480 (Div. 50)

CMS

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 - 550-72-12-050
BID OPENING DATE/TIME - February 21, 2012; 2:00 P.M. Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
 2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
 3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
 4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
 5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.
- Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
 7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.
 8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

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

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

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

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business February 10, 2012. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

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

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

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

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

16. **Indemnification.** The attached Risk Management Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

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

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

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

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

21. **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.

22. **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.

23. **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.

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

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

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

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

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

28. **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.

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

30. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of

North Dakota; however, the successful bidder will 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.

31. **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.

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

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

4. **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.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **March 1, 2012 and ending February 28, 2013**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

6. **Contract Termination.**

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

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

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

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

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

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

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

7. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

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

10. **Billing and Payment Procedures.** Orders will be issued by the individual district locations to the awarded contractor.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. 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.

11. **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.

12. **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.

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

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

14. **Service 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: Gary Weatherford
(Name of person servicing this contract)

BUSINESS NAME: Swarco Industries, Inc.

MAILING ADDRESS: PO Box 89

CITY & STATE: Columbia, TN ZIP CODE: 38402

PHONE NUMBER: 931-388-5900 TOLL FREE: 1-800-216-8781

FAX NUMBER: 931-388-4039 E-MAIL: gary.weatherford@swarco.com

*Laura Mitchell
no longer with
Swarco.
Contact:
Roseann Meredith
roseann.meredith@swarco.com*

SPECIFIC TERMS AND CONDITIONS
FOR
PAVEMENT MARKING TAPE

Scope:

This solicitation is intended to establish pricing agreements for pavement marking tape for highway maintenance.

NDDOT will not be obligated to purchase any minimum quantity from any contract(s) resulting from this solicitation.

Purpose:

The resulting contract(s) will allow NDDOT to order replacement pavement marking tape for highway maintenance.

Specifications:

Pavement marking tape is required to meet the specifications indicated herein.

Specifications: Bidders must furnish specifications for each item bid. Sales literature generally does not contain sufficient data to determine whether the materials comply with specifications. Bids received without proper documentation or required certifications will be deemed unresponsive and may be rejected as such. Bidders must also furnish information on applicable warranties and/or guarantees, including the terms and conditions.

880.03 PLASTIC PAVEMENT MARKING FILM (RETROREFLECTIVE).

- A. **General.** The prefabricated plastic pavement markings shall consist of white or yellow pigmented plastic films, conforming to standard highway colors, with reflective glass spheres incorporated through the entire cross-sectional area and a layer of reflective glass spheres bonded to the top surface. The pavement markings shall adhere to bituminous or portland cement concrete pavements by either a pressure-sensitive pre-coated adhesive or a liquid contact cement. The markings shall be provided in a form that facilitates rapid application and protects the markings in shipment and storage. The manufacturer shall identify proper solvents and adhesives to be applied at the time of application, all equipment necessary for proper application, and recommendations for application that assures an effective performance life. The pavement markings shall also be capable of application on new bituminous concrete wearing courses during the paving operation according to the manufacturer's instructions. After application, the markings shall be immediately ready for traffic.

Prefabricated legend and symbols shall meet the applicable shapes and sizes.

- B. **Retroreflective Pliant Polymer.** The pavement marking film shall consist of a mixture of high quality polymeric material, pigments, 1.5 index glass spheres uniformly distributed throughout its cross-sectional area, and a reflective layer of spheres bonded to the top surface. These materials shall be as follows:

Materials	Minimum Percent by Weight
Resins & Plasticizers	20
Pigments	30
Graded Glass Beads	33

The remaining 17% shall be comprised of the above materials in various proportions.

These materials shall be fabricated into pavement marking film of specified thickness and dimensions.

C. **Requirements.**

1. **Skid Resistance.** The surface of the marking film shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM -303.

2. **Reflectance.** The white and yellow film shall have the initial minimum values specified in the following table when measured according to ASTM D-4061. The photometric quantity to be measured shall be specific luminance (SL), and shall be expressed as millicandelas per square foot per footcandle [(mcd/ft²)/fc]. The metric equivalent shall be expressed as millicandelas as per square lux. The sample size shall be a 2 ft. by 2.5 ft. rectangle.

<u>Observation Angle</u> SL [(mcd/ft ²)/fc]	<u>White</u>		<u>Yellow</u>	
	0.2°	0.5°	0.2°	0.5°
	550	380	410	250

3. **Tensile Strength and Elongation.** The film shall have a minimum tensile strength of 150 psi of cross section when tested according to ASTM D-638. A sample 6 inches by one inch shall be tested at a temperature between 70° and 80° F using a jaw speed of 12 inches per minute. The film shall have a minimum elongation of 75% at break.
4. **Patchability.** The pavement marking film shall be capable of use for patching worn areas of the same type of film according to the manufacturer's instructions.
5. **Pigmentation.** The film, white or yellow, shall meet standard highway colors.
6. **Acid Resistance.** The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into water, not the reverse. The test shall be performed as follows:

A 1 inch by 2 inch sample shall be adhered to the bottom of a glass tray and just enough acid solution shall be placed over the sample to completely immerse it. The tray shall be covered with a piece of glass to prevent evaporation and the sample shall remain under those conditions for 24 hours. The acid solution shall be decanted and the sample, while adhering to the glass, shall be dried in a 150° F oven for approximately 15 minutes.

Microscopic examination with 20 power shall show no more than 15 percent of the beads having a formation of a very distinct opaque white (corroded) layer on their surface.

7. **Reflective Retention.** To have effective performance life, the glass beads shall be strongly bonded. One of the following tests shall be employed to measure reflective retention:
- Taber Abrader Simulation Test.** Using a taber abrader with an H-18 wheel and a 125 gram load, the sample shall be inspected at 200 cycles under a microscope and no more than 15% of the beads shall be lost to pop outs.
 - Qualitative Tests.** Bead bond strengths shall be judged under a microscope with a magnification of at least 5-power. The beads shall be difficult to remove and bead removal shall remove a portion of the polymeric bead bond with the bead rather than popping out clean from their sockets.
8. **Thickness.** The film, without adhesive, shall be supplied in a standard thickness of 0.06 inch.
9. **Effective Performance Life.** The film, when applied according to the manufacturer, shall provide a neat, durable marking that will not flow or distort due to temperature. Although reflectivity is reduced by wear, the film shall provide a cushioned resilient substrate that reduces bead crushing and loss. The film shall be weather resistant and through normal traffic wear, shall not fade, lift, or shrink throughout the life of the marking and shall show no significant tearing, roll back, or other signs of poor adhesion.

880.04 PREFORMED PLASTIC MARKING FILM.

- A. **General.** The pavement marking material shall consist of white or yellow weather-resistant reflective film meeting the following requirements:

The markings shall be manufactured and packaged to permit storage at the manufacturer's recommended shelf temperature for a period of not less than one year from the date of purchase.

Prefabricated legends and symbols shall meet the applicable shapes and sizes.

- B. **Composition.** The preformed plastic markings shall consist of high quality plastic material, pigments, and 1.5 index beads uniformly distributed throughout its cross sectional area and a reflective layer of beads embedded or bonded in the top surface. The film shall be furnished with the appropriate adhesive system recommended by the manufacturer.
- C. **Skid Resistance.** The surface of the preformed plastic marking film shall provide an initial skid resistance value of 55 BPN and a retained skid resistance value of 35 BPN when tested according to ASTM E-303.
- D. **Color.** The striping material shall be white or yellow in color meeting standard highway colors.
- E. **Thickness.** The thickness of the preformed plastic marking film without adhesive shall be 60 mils.
- F. **Durability and Wear Resistance.** The preformed plastic marking film, when properly applied, shall provide a neat, durable marking. The preformed plastic marking film shall provide a cushioned resilient surface substrate that reduces bead crush and loss. The film shall be weather resistant through normal traffic wear, shall not fade, lift or shrink throughout the life of the marking, and show no significant tearing, roll back, or other signs of poor adhesion.
- G. **Tensile Strength.** The film shall have a minimum tensile strength of 40 psi of cross section when tested according to ASTM D-638.
- H. **Conformability and Resealing.** The preformed film shall conform to the pavement contours, breaks, faults, etc., through the action of traffic at normal pavement temperatures. The film shall have resealing characteristics that will fuse with itself and previously-applied marking film of the same composition under normal conditions of use.
- I. **Elongation.** The film shall have a maximum elongation of 100% when tested according to ASTM D-638.
- J. **Plastic Pull Test.** A test specimen 1 inch by 3 inches shall support a dead weight of 5 pounds for not less than 5 minutes at a temperature between 70° and 80°F.

880.07 CONSTRUCTION ZONE MARKING

Type NR - Retroreflective Pavement Striping Tape.

- A. **General.** The wet retroreflective system shall consist of white or yellow retroreflective tape on a conformable backing with deformable highly retroreflective markers adhered transversely to the top surface with a pressure sensitive adhesive. The tape and the wet retroreflective marker sheeting element, white or yellow, shall meet standard highway colors.

The size, quality, and refractive index of the glass beads shall be such that the performance requirements for the marking shall be met. The bead adhesion shall be such that the beads are not easily removed when the material surface is scratched with the thumbnail.

The preformed tape shall be pre-coated with a pressure-sensitive adhesive and shall adhere to asphalt concrete or Portland cement concrete, according to the manufacturer's instruction, without the use of heat, solvents or other additional adhesive means and shall be immediately ready for traffic after application.

The wet retroreflective markers shall be pre-coated with a pressure sensitive adhesive that adheres to the

retroreflective top film of the preformed tape. The retroreflective sheeting element of the wet retroreflective marker shall consist of a retroreflective lens system having a smooth outer surface.

Preformed words and symbols shall meet the applicable shapes and sizes.

- B. **Composition.** The pavement striping tape shall consist of a white or yellow retroreflective film on a conformable metallic backing, pre-coated with a pressure-sensitive adhesive.
- C. **Reflectance.** The white and yellow films shall have the initial minimum values specified in the following table at an 86° entrance angle when measured according to ASTM D-4061. The photometric quantity to be measured shall be specific luminance (SL) and shall be expressed as millicandelas per square foot per foot candle [(mcd/ft²)/fc]. The test distance shall be 50 feet, and the sample size shall be a 2.0-foot by 2.5-foot rectangle. The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample, and the reference axis shall be taken perpendicular to the test sample.

<u>Observation Angle</u>	<u>White</u>		<u>Yellow</u>	
	<u>0.2°</u>	<u>0.5°</u>	<u>0.2°</u>	<u>0.5°</u>
SL [(mcd/ft ²)/fc]	1,360	760	820	510

- D. **Skid Resistance.** The surface of the marking shall provide an initial minimum skid resistance value of 35 BPN when tested according to ASTM E-303.
- E. **Abrasion Resistance.** Samples of the test material shall not wear through to the conformable backing surface in less than 125 cycles, when tested according to Federal Test Method Standards 141, Method 6192, modified by using an H-22 wheel and a 250 gram load.
- F. **Adhesion.** The manufacturer shall demonstrate that the properly-applied pavement marking adheres to the roadway pavement under climatic and traffic conditions normally encountered in construction work where proposed for use.

BID RESPONSE

BIDDERS MUST ATTACH COMPLETE PRODUCT SPECIFICATIONS AND WARRANTY INFORMATION.

1. PLASTIC PAVEMENT MARKING FILM. Prefabricated plastic pavement markings as per specification 880.03 or 880.04. Product shall be available in rolled goods of various widths and prefabricated legends and symbols. Submit price lists for available legends and symbols not identified below.			
Brand <u>Swarco Director 60</u>		Warranty <u>Replaced if defective</u>	
DESCRIPTION	Brand and Product Number/Package Size		Bid Price
a. Rolled Goods (Indicate available width/length per roll)	Yellow: # Director 60		\$ 2.50 SF
	White: # Director 60		\$ 2.50 SF
	Roll sizes: 4", 6", 8", 12", 16", 18", 24" x90ft., 180ft., or 360ft.		
b. Curved arrows	# D60 LTA or RTA	Qty/Pkg 3	\$279.00/pkg.
c. Only	# D60 ONLY	Qty/Pkg 2	\$304.00/pkg.
d. Railroad crossing	# D60 RXR	Qty/Pkg 1	\$ 353.00/ea.
e. Disabled symbol	# D60 30X36	Qty/Pkg 1	\$105.00/ea.
e. Adhesive	# CC-4	5 Gallon Pail	\$ 175.00/ea.

2. CONSTRUCTION ZONE MARKING, Type NR. Retroreflective pavement Striping Tape (not easily removed) as per specification 880.07 (B)			
Brand <u>Swarco Visa Line EG</u>		Warranty <u>Replaced if defective</u>	
DESCRIPTION	Brand and Product Number/Package Size		Bid Price
a. Rolled Goods (Indicate available width/length per roll)	Yellow: # Visa Line EG		Qty/Pkg 2 Rolls \$0.80 SF
	White: # Visa Line EG		Qty/Pkg 2 Rolls \$ 0.80 SF
	Roll Size 4", 6", 8", 12" x150ft., or 300ft.		

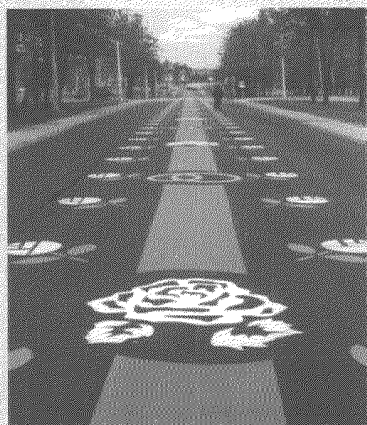
Estimated delivery 30 days ARO

PAVEMENT MARKING TAPE PRODUCTS

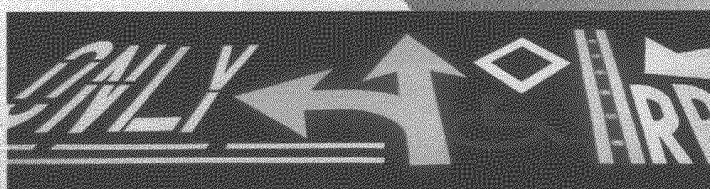
Director 60

Durable Permanent Pavement Marking Tape

Director 60 is the tape of choice for durable, highly reflective, pliant polymer pavement markings. It's retroreflective properties provide outstanding visibility to ensure traffic safety in the most adverse weather or traffic conditions. It is available in roll goods, as well as legends and symbols and is available in white, yellow, lead-free yellow or special colors. Director 60 pavement markings are exceptionally durable and easy to install. These tapes can be inlaid or overlaid, allowing roadways to be opened to traffic immediately after installation.



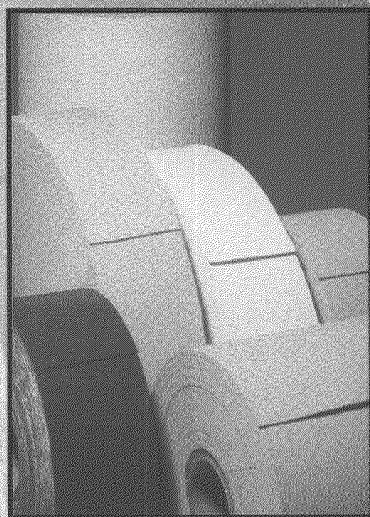
Custom design in Moscow



Our standard markings include all intersection delineations, lane lines, hospital, fire zones and handicapped parking. We can also custom-design and manufacture any symbol you require.

Director 35

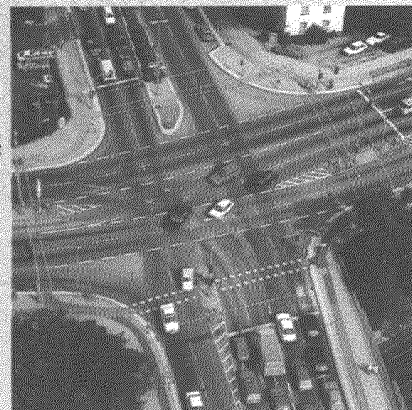
Intersection Grade High Durability Pavement Marking Tape



Director 35 is the solution for intersections and other high volume traffic areas that require a tougher pavement marking. A thicker, wear resistant urethane topcoat builds upon the strength of the matrix and provides the foundation for superior bead retention and reflectivity. Ceramic skid resistant particles contribute to improved traction for both pedestrians and vehicles.

Because of its high durability, Director 35 tape eliminates frequent re-stripping. Traffic disruption is minimized because its quick and easy to apply.

Director 35 is available in rolls, symbols, and legends and by a performance warranty



Visa-Tek

Removable Construction Grade Pavement Marking Tape

Visa-Tek is an economical as well as reliable source for temporarily re-routing or shifting traffic flow. This highly weather and traffic resistance tape comes with a factory applied adhesive for fast and easy installation.

Visa-Tek is available in rolls, symbols and legends. Reflective tape is available in white and yellow. Our non-reflective tape is called "Blackout" which reflects the purpose of its use; to blacken or cover existing pavement markings. It temporarily re-routes traffic and can be removed fast and easy to reveal the original markings.

Visa-Line

Temporary Pavement Marking Tape

Visa-Line is a highly economical solution when short-term temporary marking tapes are needed for construction or road repair areas. Available in a reflective white and yellow foil tape with a factory-applied adhesive backing that makes it convenient to use. Visa-line is available in *construction* and *engineer grade* which are both weather and traffic resistant.

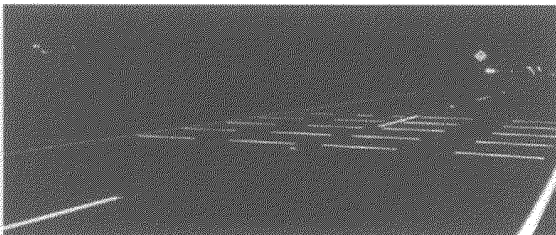
Construction Grade is especially useful in remote locations when the speed of repairs or assignment of marking crews is impractical.

Engineer Grade has a thicker matrix and binder system for greater durability. It is especially useful for longer term temporary applications.



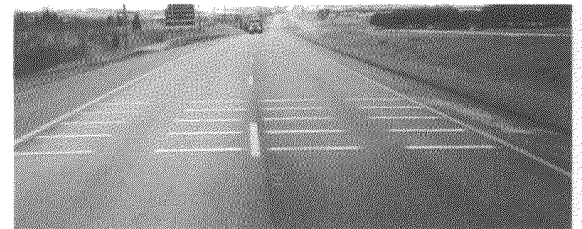
Rumbler

Preformed Raised Rumble Strips



Rumbler is designed for use where reflective traffic calming and speed reduction is required. Uniquely designed to provide motorist standard and wet-night reflectivity as well as audible and vibratory alert features.

Ideal use in construction zones, school zones, reduced speed zones, railroad crossings, bridge deck and roadway shoulder channelizations as well as all areas needing speed reduction.



Available in reflective white and yellow. And non-reflective white, yellow, and black.



P.O. Box 89 ~ Columbia, TN 38402
Ph: 931-388-5900 ~ Fx: 931-388-4039
1-800-216-8781

WARRANTY: The following is made in lieu of all warranties, expressed or implied: Seller's and manufacturer's only obligation shall be to replace such quantity of the product proven to be defective. Neither seller nor manufacturer shall be liable for any injury, loss, or damage, direct or consequential, arising from the use, or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability, whatsoever, in connection therewith. The foregoing may not be changed except by written agreement signed by an officer of the manufacturer.

SPECIFICATIONS FOR DIRECTOR™60 DURABLE PREFORMED PAVEMENT MARKINGS

DIRECTOR™ 60 is preformed polymer film designed to be used to mark asphaltic and portland concrete road surfaces. Usually it is supplied with an integral pressure sensitive adhesive backing in a variety of roll widths and MUTCD precut legends and symbols. **DIRECTOR™ 60** is available in white or yellow (special colors upon request), and is available with no adhesive for use with contact cement.

PHYSICAL PROPERTIES

A. COMPOSITION

DIRECTOR™ 60 retroreflective tape materials are a blend of polymeric compounds which are pigmented and include beads throughout the base matrix and a layer of glass beads bonded to the top surface. The material consists of the following ingredients by minimum weight: resin and plasticizers -25%, pigments - 30%; glass beads - 33%. The urethane wear surface has a minimum thickness of 0.003". Pigments included are free of lead or other heavy metal compounds.

B. TENSILE STRENGTH & ELONGATION

DIRECTOR™ 60 shall have a minimum tensile strength of 150 pounds per square inch of cross section when tested according to ASTM D638-03. **DIRECTOR™ 60** shall have a minimum elongation of 75%. A sample 6" x 1" x .06" shall be tested at a temperature of 70° to 80° F, using a jaw speed of 10 to 12 inches per minute with a separation of 1.5 inches.

C. COLOR

White and Yellow colors shall conform to ASTM D-6628-03 Standard Specification for Color of Pavement Marking Materials.

D. GLASS SPHERES

DIRECTOR™ 60 matrices shall use colorless glass beads with a minimum refractive index of 1.50, when tested by the liquid oil immersion method. The glass beads in the top surface of the film shall have a minimum refractive index of 1.50 when tested by the liquid oil immersion method.

E. REFLECTIVITY

The marking tape shall be retroreflective, reflecting white or yellow, and shall be readily visible when viewed with automobile headlights at night and shall have minimum reflective values as shown in Table 1 when measured according to ASTM D-4061. The photometric quantity to be measured shall be specific luminance(SL) and shall be expressed as millicandelas per square foot per candle (mcd/ft²)/fc)

	<u>White</u>		<u>Yellow</u>	
Observation Angle	0.2°	0.5°	0.2°	0.5°
SL (mcd/ft ²) /fc	550	380	410	250

F. BEAD RETENTION

The reflective surface shall be made to resist bead removal resulting from traffic wear.

G. SKID RESISTANCE

The surface of the polymer film provides an initial average skid resistance value of 45 BPN when tested according to ASTM E 303.

H. THICKNESS

DIRECTOR™ 60 highway marking films shall have a minimum thickness of 0.06" not including adhesive.

I. APPLICABILITY TO PAVEMENT SURFACES

DIRECTOR™ 60 pavement marking films should be applied on newly paved asphalt and inlaid on final rolling of mat. When applied to existing asphalt or portland cement concrete pavements, application must be in accordance with manufacturer's application instructions. The pavement marking film shall be capable of conforming to pavement contours through the action of traffic at normal pavement temperatures.

J. PATCHABILITY

The pavement marking tape shall be capable of patching worn areas of the same type of film in accordance with manufacturer's instructions.

K. PERFORMANCE LIFE

The performance life of **DIRECTOR™ 60** polymer pavement marking films will vary according to traffic conditions, snow removal practices, pavement surfaces and application techniques. Throughout its useful life, the material, when properly applied, according to **DIRECTOR™ 60** application instructions, shall not fade, shrink, curl or lift to the extent its intended effectiveness is compromised due to weather or temperature. The quality of the adhesive shall prevent the material from releasing from the surface when properly applied.

VISA-LINE TEMPORARY PAVEMENT MARKING TAPE ENGINEER AND CONSTRUCTION GRADE SPECIFICATIONS

SCOPE:

This specification covers a self adhesive temporary pavement marking tape designed to provide reflective delineation to roads during asphalt overlay or new road construction.

DESCRIPTION:

The white or yellow pavement marking tape shall consist of high quality optical glass spheres embedded into weather and traffic-resistant binder on a conformable metallic backing, precoated with a pressure sensitive adhesive.

REQUIREMENTS:

1. **COLOR:** White and Yellow colors shall conform to ASTM D-6628-03 Standard Specification for Color of Pavement Marking Materials.
2. **REFLECTIVITY:** The marking tape shall be retroreflective, reflecting white or yellow, and shall be readily visible when viewed with automobile headlights at night and shall have minimum reflective values as shown in Table 1 when measured in accordance with the photometric testing procedures of ASTM Test Method E 1710. Reflective values shall be expressed as coefficient of retroreflected luminance (RI) in millicandelas per square metre per lux.

Table 1
Reflective Values for Dry Samples (mcd m^{-2}) lx^{-1}
(mcd ft^{-2} (fc) $^{-1}$)

Entrance Angle	Observation Angle	Reflective Value, (RL)			
		Engineer Grade		Construction Grade	
		White	Yellow	White	Yellow
88.76°	1.05°	600	400	500	300

3. **THICKNESS:** Thickness of Engineer Grade tape shall be 20-25 mils and Construction grade tape 15-20 mils.
4. **ADHESIVE:** The precoated pressure sensitive adhesive shall not require a protective liner nor activation procedures.
5. **APPLICATION:** The material shall adhere to a clean, dry surface when applied in accordance with the manufacturer's recommendations. Surface temperature should not be under 35 degrees F.
6. **CONFORMABILITY:** The pavement marking tape shall be thin, flexible and readily conform to the texture of the pavement surface.
7. **GENERAL:** The pavement marking tape shall be of good appearance, free from cracks, with true straight edges, and unbroken. There shall be no more than 2 splices per 50-yard length. It should be stored in a clean dry area at temperatures not exceeding 100 degrees F. Storage periods of 12 months shall not adversely affect performance. Packaging shall be in accordance with acceptable commercial standards.

WARRANTY:

The following is made in lieu of all warranties, expressed or implied: Seller's and manufacturer's only obligation shall be to replace such quantity of the product proven to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising from the use, or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability, whatsoever, in connection therewith. The foregoing may not be changed except by written agreement signed by an officer of the manufacturer.

VISA-LINE TEMPORARY PAVEMENT MARKING TAPE ENGINEER GRADE SPECIFICATIONS

SCOPE:

This specification covers a self adhesive temporary pavement marking tape designed to provide reflective delineation to roads during asphalt overlay or new road construction.

DESCRIPTION:

The white or yellow pavement marking tape shall consist of high quality optical glass spheres embedded into weather and traffic-resistant binder on a conformable metallic backing, precoated with a pressure sensitive adhesive.

REQUIREMENTS:

1. **COLOR:** White and Yellow colors shall conform to ASTM D-6628-03 Standard Specification for Color of Pavement Marking Materials.
2. **REFLECTIVITY:** The marking tape shall be retroreflective, reflecting white or yellow, and shall be readily visible when viewed with automobile headlights at night and shall have minimum reflective values as shown in Table 1 when measured according to ASTM D-4061. The photometric quantity to be measured shall be specific luminance(SL) and shall be expressed as millicandelas per square foot per candle (mcd/ft²/fc)

Table 1
Reflective Values
(mcd/ ft²/fc)

Observation Angle	Reflective Value, (SL) Engineer Grade	
	White	Yellow
0.2	1360	820
0.5	760	510

3. **THICKNESS:** Thickness of Engineer Grade tape shall be 20-25 mils and Construction grade tape 15-20 mils.
4. **ADHESIVE:** The precoated pressure sensitive adhesive shall not require a protective liner nor activation procedures.
5. **APPLICATION:** The material shall adhere to a clean, dry surface when applied in accordance with the manufacturer's recommendations. Surface temperature should not be under 35 degrees F.
6. **CONFORMABILITY:** The pavement marking tape shall be thin, flexible and readily conform to the texture of the pavement surface.
7. **GENERAL:** The pavement marking tape shall be of good appearance, free from cracks, with true straight edges, and unbroken. There shall be no more than 2 splices per 50-yard length. It should be stored in a clean dry area at temperatures not exceeding 100 degrees F. Storage periods of 12 months shall not adversely affect performance. Packaging shall be in accordance with acceptable commercial standards.

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

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

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

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

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



Risk Management Appendix

Supply Contracts with Private Individuals, Companies, Corporations, Etc.:

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor, or Contractor's delivery agent, shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance.
- 2) **Workers compensation** insurance.

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

RM Consulted 2007
Revised 6-07



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50120156
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Swarco Industries, Inc., hereinafter known as the Contractor, whose address is PO BOX 89, Columbia, Tennessee 38402.

WHEREAS, the parties entered into a contract on March 21, 2012; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2014.

CMS



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Roseann Meredith

NAME (TYPE OR PRINT)

Roseann Meredith

SIGNATURE

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

CONTRACTOR:

Swarco Industries, Inc.

COMPANY NAME

Jon Sproul

OFFICER'S NAME (TYPE OR PRINT)

Jon Sproul

SIGNATURE

President/General Manager

TITLE

1/23/2013

DATE

WITNESS:

SOMMER HUNKE

NAME (TYPE OR PRINT)

Sommer Hunke

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

by Dan E. Lefthand

SIGNATURE

1/28/13

DATE

APPROVED as to substance by:

BRAD DARR

DIVISION DIRECTOR (TYPE OR PRINT)

Brad Darr

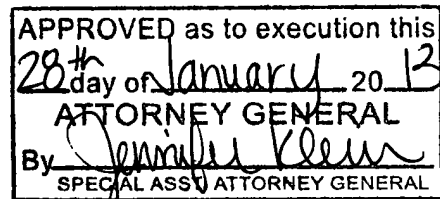
SIGNATURE

1/25/2013

DATE

CLA 52494 (Div. 06)

L.D. Approved 5-19-00; 5-03



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50120156
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Swarco Industries, Inc., hereinafter known as the Contractor, whose address is PO BOX 89, Columbia, Tennessee 38402.

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WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2015.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Roseann Meredith

NAME (TYPE OR PRINT)

Roseann Meredith

SIGNATURE

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

CONTRACTOR:

Swarco Industries, Inc.

COMPANY NAME

Jon Sproul

OFFICER'S NAME (TYPE OR PRINT)

Jon Sproul

SIGNATURE

President/GM

TITLE

1/7/2014

DATE

WITNESS:

Sandra Goebel

NAME (TYPE OR PRINT)

Sandra Goebel

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

Dancy R. Rosenblat Dep. Dir.

SIGNATURE

17 JAN 2014

DATE

APPROVED as to substance by:

Brad Darr

DIVISION DIRECTOR (TYPE OR PRINT)

Brad Darr

SIGNATURE

1-15-14

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

