

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
NORTH DAKOTA DEPARTMENT OF CORRECTIONS AND REHABILITATION,
ROUGH RIDER INDUSTRIES

HIGHWAY SIGNS AGREEMENT

The parties to this contract are the State of North Dakota, acting through the **North Dakota Department of Transportation** (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, ND 58505-0700 and the **North Dakota Department of Corrections and Rehabilitation** (DOCR), **Rough Rider Industries** (RRI), a division of the DOCR, whose address is P.O. Box 5521, Bismarck, North Dakota 58506-5521.

1. SCOPE OF SERVICE

RRI, in exchange for the compensation paid by NDDOT under this contract, agrees to provide the following services:

Highway Signs

- A. Highway Signs: RRI shall furnish highway signs. This contract does not include items of a similar nature that must be bought for emergency use, for which RRI cannot meet delivery requirements.
 - 1) RRI shall fabricate signs for NDDOT. New aluminum will be used.
 - 2) All signs and delineators, manufactured of new materials, must meet the requirements of the North Dakota Department of Transportation *Standard Specifications for Road and Bridge Construction* and standard drawings.
- B. Transportation: RRI shall provide regularly scheduled pick up and delivery services through its transportation department (see Attachment 2). RRI transportation supervisor shall notify the NDDOT Districts of any changes in the normal schedule. RRI shall charge NDDOT for delivery of signs (see compensation paragraph 3).
 - 1) Commercial carrier services may also be used at the discretion of RRI or upon request by NDDOT District personnel, FOB: Point of origin (freight collect) using the carrier service indicated by NDDOT.
- C. Sale of Salvage Material: Used signs not suitable for use or refacing and any scrap materials may be sold or otherwise disposed of by RRI in the best interest of the State and this Contract. Proceeds of such sales shall be reported to NDDOT, upon request.

2. TERM OF CONTRACT

The term of this contract is for a period of **48** months, beginning on **October 15, 2011**, and ending on **October 14, 2015**. This contract may be renewed upon mutual agreement of the parties.

3. COMPENSATION

RRI shall submit an itemized billing to the NDDOT. The NDDOT shall pay for services provided by RRI under this contract within 30 days of receipt of billing statement. NDDOT will pay for the services provided by RRI under this contract as follows:

- A. Pricing and Price Adjustments: Prices for finished signs and related products are to include all costs related to manufacturing and handling, and are to be less federal and state taxes. Prices of signs and products made shall include all costs related to handling and storage. Prices do not include freight or method used to transport finished signs to the NDDOT Districts; these charges shall be the responsibility of NDDOT. RRI shall prepare and publish a price schedule indicating pricing for new signs (see Attachment 1). RRI shall notify NDDOT and provide justification for any price increases. Price adjustments shall become effective upon mutual agreement between NDDOT and RRI.
- B. Transportation: \$50.00 per stop for delivery of a quantity of 50 signs or less; and \$75.00 per stop for delivery of quantities greater than 50 signs.

4. TERMINATION OF CONTRACT

- 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. NDDOT may terminate this contract effective upon delivery of written notice to RRI, or on any later date stated in the notice, under any of the following conditions:
- 1) 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.
 - 2) If federal or state laws or rules are modified or interpreted in 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.
 - 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.
- Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- C. Termination for cause. NDDOT by written notice of default to RRI may terminate the whole or any part of this contract:
- 1) If RRI fails to provide services required by this contract within the time specified or any extension agreed to by NDDOT; or
 - 2) If RRI fails to perform any of the other provisions of this contract, or so fail to pursue the work as to endanger performance of this contract in accordance with its terms.
- The rights and remedies of NDDOT provided in the above clause related to defaults by RRI are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

RRI will not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond RRI'S reasonable control and RRI gives notice to NDDOT immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

7. NOTICE

All notices or other communications required under this contract may be given by email or mail and are complete on the date mailed when addressed to the parties at the following addresses:

Rick Gardner, Director of Rough Rider Industries
3303 East Main Street
Bismarck, ND 58501
Phone: (701) 328-6163 Email: rlgardner@nd.gov

OR

Marilyn Langehaug, Finance Division
608 East Boulevard Avenue
Bismarck, ND 58505 Phone: (701) 328-4466
Email: mlangehaug@nd.gov

Notice provided under this provision does not meet the notice requirements for monetary claims against the NDDOT found at N.D.C.C. § 32-12.2-04.

8. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

RRI shall promptly notify NDDOT of all potential claims that arise or result from this contract. RRI shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to NDDOT the opportunity to review and inspect the evidence, including the scene of an accident.

9. RISK MANAGEMENT APPENDIX

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this Contract.

10. CONFIDENTIALITY AND OPEN RECORDS LAW

Both parties, as North Dakota state governmental entities, are each independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, each party acknowledges its obligation to disclose to the public upon request any records received from each other.

The NDDOT, the Attorney General of the State of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of RRI which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights.

12. STATE AUDIT

Each party acknowledges that all records, regardless of physical form, and the accounting practices and procedures of party relevant to this contract are subject to examination by the North Dakota State Auditor, or the Auditor's designee. Each party will maintain all such records for at least three years following completion of this contract.

13. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

14. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

EXECUTED the date last below signed.

WITNESS:

Kathy Tschosik
NAME (TYPE OR PRINT)
Kathy Tschosik
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:

North Dakota Department of Corrections and Rehabilitation

Rough Rider Industries

Rick Gardner
COMPANY NAME
Rick Gardner
OFFICER'S NAME (TYPE OR PRINT)
Director
SIGNATURE

Director
TITLE
10/17/11
DATE

WITNESS:

Shelly Peterson
NAME (TYPE OR PRINT)
Shelly Peterson
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Francis G. Ziegler

Francis G. Ziegler
DIRECTOR (TYPE OR PRINT)
Francis G. Ziegler
SIGNATURE
10/21/11
DATE

APPROVED as to substance by:

APPROVED as to execution this
21st day of October 2011
ATTORNEY GENERAL
By Dawn Kaufmann
SPECIAL ASST. ATTORNEY GENERAL

BRAD DARR
DIVISION DIRECTOR (TYPE OR PRINT)
Brad Darr
SIGNATURE
10-21-11
DATE

CMS

Risk Management Appendix

Service Agreements with State Agencies Covered by the Risk Management Fund:

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.

Each party shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, **commercial general liability** and **automobile liability** with minimum limits of liability of **\$250,000 per person** and **\$1,000,000 per occurrence**.

RM Consulted 1997
Revised 5-03



PRICING SHEET FOR SIGN SHOP											
Engineering Grade				High Intensity				Diamond Grade			
Size	1 - 10 80 EG	1 - 10 100 EG		Size	1 - 10 80 HI	1 - 10 100 HI		Size	1 - 10 80 DG	1 - 10 100 DG	
12x6	\$7.24	\$7.64		12x6	\$8.41	\$8.75		12x6	\$9.91	\$10.25	
12x12	\$9.81	\$10.63		12x12	\$12.52	\$13.18		12x12	\$15.52	\$16.18	
12x18	\$12.38	\$13.61		12x18	\$16.62	\$17.62		12x18	\$21.12	\$22.12	
14x10	\$9.66	\$10.46		14x10	\$12.29	\$12.94		14x10	\$15.21	\$15.86	
21x15	\$15.96	\$17.77		21x15	\$22.37	\$23.82		21x15	\$28.93	\$30.38	
18x18	\$16.23	\$18.06		18x18	\$22.78	\$24.26		18x18	\$29.53	\$31.01	
18x24	\$20.08	\$22.53		18x24	\$28.93	\$30.92		18x24	\$37.93	\$39.92	
24x6	\$9.81	\$10.63		24x6	\$12.52	\$13.18		24x6	\$15.52	\$16.18	
24x8	\$11.49	\$12.59		24x8	\$15.23	\$16.10		24x8	\$19.23	\$20.10	
24x9	\$12.38	\$13.61		24x9	\$16.62	\$17.62		24x9	\$21.12	\$22.12	
24x10	\$13.24	\$14.62		24x10	\$18.02	\$19.13		24x10	\$23.02	\$24.13	
24x12	\$14.94	\$16.58		24x12	\$20.72	\$22.06		24x12	\$26.72	\$28.06	
24x24	\$25.20	\$28.48		24x24	\$37.14	\$39.79		24x24	\$49.14	\$51.79	
24x30	\$30.34	\$34.43		24x30	\$45.35	\$48.66		24x30	\$60.35	\$63.66	
27x9	\$13.34	\$14.73		27x9	\$18.18	\$19.30		27x9	\$23.24	\$24.36	
30x15	\$20.72	\$23.27		30x15	\$29.96	\$32.03		30x15	\$39.34	\$41.41	
30x30	\$36.75	\$41.87		30x30	\$57.46	\$61.74		30x30	\$76.21	\$80.49	
24 YEILD	\$14.94	\$16.58		24 YEILD	\$20.72	\$22.06		24 YEILD	\$26.72	\$28.06	
30 YEILD	\$20.72	\$23.27		30 YEILD	\$29.96	\$32.03		30 YEILD	\$39.34	\$41.41	
36 YEILD	\$27.78	\$31.46		36 YEILD	\$41.24	\$44.22		36 YEILD	\$54.74	\$57.72	
48 YEILD	\$45.74	\$52.29		48 YEILD	\$69.97	\$75.26		48 YEILD	\$93.97	\$99.26	
36x12	\$20.08	\$22.53		36x12	\$28.93	\$30.92		36x12	\$37.93	\$39.92	
36x24	\$35.48	\$40.39		36x24	\$53.56	\$57.53		36x24	\$71.56	\$75.53	
36x30	\$45.46	\$51.59		36x30	\$67.79	\$72.74		36x30	\$90.29	\$95.24	
36x36	\$53.16	\$60.52		36x36	\$80.10	\$86.04		36x36	\$107.10	\$113.04	
30 PENT	\$39.05	\$44.16		30 PENT	\$57.53	\$61.66		30 PENT	\$80.63	\$84.76	
36 PENT	\$53.16	\$60.52		36 PENT	\$80.10	\$86.04		36 PENT	\$113.48	\$119.42	
42x30	\$51.87	\$59.04		42x30	\$78.05	\$83.83		42x30	\$104.30	\$110.08	
48x9	\$22.36	\$24.81		48x9	\$30.85	\$32.83		48x9	\$39.85	\$41.83	
48x18	\$37.76	\$42.67		48x18	\$55.48	\$59.44		48x18	\$73.48	\$77.44	
48x24	\$48.02	\$54.57		48x24	\$71.89	\$77.17		48x24	\$95.89	\$101.17	
48x30	\$58.28	\$66.47		48x30	\$88.31	\$94.91		48x30	\$118.31	\$124.91	
48x36	\$68.56	\$78.37		48x36	\$104.72	\$112.66		48x36	\$140.72	\$148.66	
48x48	\$89.08	\$102.19		48x48	\$137.56	\$148.13		48x48	\$185.56	\$196.13	
48x60	\$109.62	\$125.99		48x60	\$170.39	\$183.60		48x60	\$230.39	\$243.60	
60x24	\$58.28	\$66.47		60x24	\$88.31	\$94.91		60x24	\$118.31	\$124.91	
60x30	\$71.12	\$81.35		60x30	\$108.83	\$117.08		60x30	\$146.33	\$154.58	
60x36	\$83.96	\$96.24		60x36	\$129.35	\$139.26		60x36	\$174.35	\$184.26	
24 RR	\$24.98	\$27.55		24 RR	\$33.35	\$35.42		24 RR	\$45.35	\$47.42	
30 RR	\$34.03	\$38.05		30 RR	\$47.83	\$51.07		30 RR	\$66.58	\$69.82	
36 RR	\$45.18	\$50.97		36 RR	\$65.64	\$70.32		36 RR	\$92.64	\$97.32	
36 PT	\$49.90	\$56.45		36 PT	\$73.19	\$78.48		36 PT	\$100.19	\$105.48	
PRICING SHEET FOR SIGN SHOP											
Engineering Grade				High Intensity				Diamond Grade			
Size	11 & Up 80 EG	11 & Up 100 EG		Size	11 & Up 80 HI	11 & Up 100 HI		Size	11 & Up 80 DG	11 & Up 100 DG	
12x6	\$7.24	\$7.64		12x6	\$8.41	\$8.75		12x6	\$9.91	\$10.25	
12x12	\$9.81	\$10.63		12x12	\$12.52	\$13.18		12x12	\$15.52	\$16.18	
12x18	\$12.38	\$13.61		12x18	\$16.62	\$17.62		12x18	\$21.12	\$22.12	
14x10	\$9.66	\$10.46		14x10	\$12.29	\$12.94		14x10	\$15.21	\$15.86	
21x15	\$15.96	\$17.77		21x15	\$22.37	\$23.82		21x15	\$28.93	\$30.38	
18x18	\$16.23	\$18.06		18x18	\$22.78	\$24.26		18x18	\$29.53	\$31.01	
18x24	\$20.08	\$22.53		18x24	\$28.93	\$30.92		18x24	\$37.93	\$39.92	
24x6	\$9.81	\$10.63		24x6	\$12.52	\$13.18		24x6	\$15.52	\$16.18	
24x8	\$11.49	\$12.59		24x8	\$15.23	\$16.10		24x8	\$19.23	\$20.10	
24x9	\$12.38	\$13.61		24x9	\$16.62	\$17.62		24x9	\$21.12	\$22.12	
24x10	\$13.24	\$14.62		24x10	\$18.02	\$19.13		24x10	\$23.02	\$24.13	
24x12	\$14.94	\$16.58		24x12	\$20.72	\$22.06		24x12	\$26.72	\$28.06	
24x24	\$25.20	\$28.48		24x24	\$37.14	\$39.79		24x24	\$49.14	\$51.79	
24x30	\$30.34	\$34.43		24x30	\$45.35	\$48.66		24x30	\$60.35	\$63.66	
27x9	\$13.34	\$14.73		27x9	\$18.18	\$19.30		27x9	\$23.24	\$24.36	
30x15	\$20.72	\$23.27		30x15	\$29.96	\$32.03		30x15	\$39.34	\$41.41	
30x30	\$36.75	\$41.87		30x30	\$57.46	\$61.74		30x30	\$76.21	\$80.49	
24 YEILD	\$14.94	\$16.58		24 YEILD	\$20.72	\$22.06		24 YEILD	\$26.72	\$28.06	
30 YEILD	\$20.72	\$23.27		30 YEILD	\$29.96	\$32.03		30 YEILD	\$39.34	\$41.41	
36 YEILD	\$27.78	\$31.46		36 YEILD	\$41.24	\$44.22		36 YEILD	\$54.74	\$57.72	
48 YEILD	\$45.74	\$52.29		48 YEILD	\$69.97	\$75.26		48 YEILD	\$93.97	\$99.26	
36x12	\$20.08	\$22.53		36x12	\$28.93	\$30.92		36x12	\$37.93	\$39.92	
36x24	\$35.48	\$40.39		36x24	\$53.56	\$57.53		36x24	\$71.56	\$75.53	
36x30	\$45.46	\$51.59		36x30	\$67.79	\$72.74		36x30	\$90.29	\$95.24	
36x36	\$53.16	\$60.52		36x36	\$80.10	\$86.04		36x36	\$107.10	\$113.04	
30 PENT	\$39.05	\$44.16		30 PENT	\$57.53	\$61.66		30 PENT	\$80.63	\$84.76	
36 PENT	\$53.16	\$60.52		36 PENT	\$80.10	\$86.04		36 PENT	\$113.48	\$119.42	
42x30	\$51.87	\$59.04		42x30	\$78.05	\$83.83		42x30	\$104.30	\$110.08	
48x9	\$22.36	\$24.81		48x9	\$30.85	\$32.83		48x9	\$39.85	\$41.83	
48x18	\$37.76	\$42.67		48x18	\$55.48	\$59.44		48x18	\$73.48	\$77.44	
48x24	\$48.02	\$54.57		48x24	\$71.89	\$77.17		48x24	\$95.89	\$101.17	
48x30	\$58.28	\$66.47		48x30	\$88.31	\$94.91		48x30	\$118.31	\$124.91	
48x36	\$68.56	\$78.37		48x36	\$104.72	\$112.66		48x36	\$140.72	\$148.66	
48x48	\$89.08	\$102.19		48x48	\$137.56	\$148.13		48x48	\$185.56	\$196.13	
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60x30	\$71.12	\$81.35		60x30	\$108.83	\$117.08		60x30	\$146.33	\$154.58	
60x36	\$83.96	\$96.24		60x36	\$129.35	\$139.26		60x36	\$174.35	\$184.26	
24 RR	\$24.98	\$27.55		24 RR	\$33.35	\$35.42		24 RR	\$45.35	\$47.42	
30 RR	\$34.03	\$38.05		30 RR	\$47.83	\$51.07		30 RR	\$66.58	\$69.82	
36 RR	\$45.18	\$50.97		36 RR	\$65.64	\$70.32		36 RR	\$92.64	\$97.32	
36 PT	\$49.90	\$56.45		36 PT	\$73.19	\$78.48		36 PT	\$100.19	\$105.48	
PRICING SHEET FOR SIGN SHOP											
Engineering Grade				High Intensity				Diamond Grade			
Size	11 & Up 80 EG	11 & Up 100 EG		Size	11 & Up 80 HI	11 & Up 100 HI		Size	11 & Up 80 DG	11 & Up 100 DG	
12x6	\$7.24	\$7.64		12x6	\$8.41	\$8.75		12x6	\$9.91	\$10.25	
12x12	\$9.81	\$10.63		12x12	\$12.52	\$13.18		12x12	\$15.52	\$16.18	
12x18	\$12.38	\$13.61		12x18	\$16.62	\$17.62		12x18	\$21.12	\$22.12	
14x10	\$9.66	\$10.46		14x10	\$12.29	\$12.94		14x10	\$15.21	\$15.86	
21x15	\$15.96	\$17.77		21x15	\$22.37	\$23.82		21x15	\$28.93	\$30.38	
18x18	\$16.23	\$18.06		18x18	\$22.78	\$24.26		18x18	\$29.53	\$31.01	
18x24	\$20.08	\$22.53		18x24	\$28.93	\$30.92		18x24	\$37.93	\$39.92	
24x6	\$9.81	\$10.63		24x6	\$12.52	\$13.18		24x6	\$15.52	\$16.18	
24x8	\$11.49	\$12.59		24x8	\$15.23	\$16.10		24x8	\$19.23	\$20.10	
24x9	\$12.38	\$13.61		24x9	\$1						

D & D (DIRECTION & DISTANCE) Per Square Foot

EGP w/EGP Letters	Price/Square Foot
.080 GA Aluminum	\$9.80
.100 GA Aluminum	\$10.80
HIP w/HIP Letters	Price/Square Foot
.080 GA Aluminum	\$11.30
.100 GA Aluminum	\$12.00
DG3 w/DG3 Letters	Price/Square Foot
.080 GA Aluminum	\$14.30
.100 GA Aluminum	\$15.98

ATTACHMENT 2
Rough Rider Industries
Truck Delivery Schedule

-WEST -NORTHCENTRAL (MINOT ,WILLISTON,DICKINSON)	NORTHEAST-SOUTHEAST (VALLEY CITY,DEVILS LAKE, GRAND FORKS, FARGO)
JANUARY 11	JANUARY 25
FEBRUARY 8	FEBRUARY 22
MARCH 8	MARCH 22
APRIL 5	APRIL 19
MAY 3	MAY 17
JUNE 7	JUNE 21
JULY 12	JULY 26
AUGUST 9	AUGUST 23
SEPTEMBER 13	SEPTEMBER 27
OCTOBER 4	OCTOBER 18
NOVEMBER 1	NOVEMBER 15
NOVEMBER 29	DECEMBER 13

For pickup of used signs contact:

RRI Transportation Office
Paul Rittenbach
Telephone: 701-328-6120

To order signs contact:

RRI Sign Shop
Bruce Korte
Telephone:701-328-6254
Fax: 701-328-6649