

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
AND  
VOCATIONAL REHABILITATION CENTER**

**CONSTRUCTION STAKES & LATHE AGREEMENT**

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and Vocational Training Center, hereinafter referred to as the Contractor, whose address is 424 9<sup>th</sup> Ave South, Fargo, North Dakota.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. The Contractor in exchange for compensation paid by NDDOT under this contract agrees to provide construction stakes and lathe to NDDOT at the prices provided by the Contractor and shown on the attached quote QTE00000011 dated December 11<sup>th</sup> 2015.
2. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract.
3. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.

4. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
5. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
6. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
7. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
8. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
9. 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 Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.



10. 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.
  11. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
  12. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
  13. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
  14. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
  15. Termination
    - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
    - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
      - i. If NDDOT 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 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. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
    - i. If the Contractor fails to provide services called for 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 NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
16. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



17. This agreement becomes effective when all parties have signed and it shall terminate on December 31<sup>st</sup> 2020.

EXECUTED the date last below signed.

WITNESS:

Steve Pederson  
NAME (TYPE OR PRINT)  
Steve Pederson  
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:

Scott Burtfield  
NAME (TYPE OR PRINT)  
Scott Burtfield  
SIGNATURE

Executive Director  
TITLE  
12/30/2015  
DATE

WITNESS:

Sandra Goebel  
NAME (TYPE OR PRINT)  
Sandra Goebel  
SIGNATURE

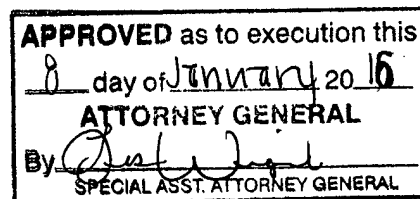
NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Grant Levi  
DIRECTOR (TYPE OR PRINT)  
Grant Levi  
SIGNATURE  
1/10/15  
DATE

APPROVED as to substance by:

Cal J Gendreau  
DIVISION DIRECTOR (TYPE OR PRINT)  
Cal J Gendreau  
SIGNATURE  
1-6-2016  
DATE

CLA 1043 (Div. 50)  
L.D. Approved 2-17-05; 10-14; L.W. 12/29/2015



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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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.*).



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 Quote QTE00000011  
 Date 12/11/2015

**VOCATIONAL TRAINING CENTER**

424 9TH AVE SOUTH  
 FARGO ND 58103

**Bill To:** ND DEPT. OF TRANSPORTATION  
 608 E. BLVD. AVE.  
 BISMARCK ND 58505-0700

**Ship To:** Gabe Hoggarth  
 608 E. BLVD. AVE.  
 BISMARCK ND 58505-0700

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2016 PRICES	NDT01		NO TAX PICKUP	NET EOM NEXT MONTH	0/0/0000	2,623
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1.00	ND12-08	ND DOT 1X2X8" Stake (Pine)	EACH	\$0.00	\$0.19	\$0.19
1.00	ND12-18	ND DOT 1X2X18" Stake (Pine)	EACH	\$0.00	\$0.27	\$0.27
1.00	ND22-18	ND DOT 2X2X18" Stake (Pine)	EACH	\$0.00	\$0.43	\$0.43
1.00	ND22-21	ND DOT 2X2X21" Stake (Pine)	EACH	\$0.00	\$0.49	\$0.49
1.00	ND22-24	ND DOT 2X2X24" Stake (Pine)	EACH	\$0.00	\$0.54	\$0.54
1.00	ND38-16	ND DOT 3/8X2X16" Lathe (Alpine Fir)	EACH	\$0.00	\$0.22	\$0.22
1.00	ND38-48	ND DOT 3/8X2X48" Lathe (Alpine Fir)	EACH	\$0.00	\$0.41	\$0.41
1.00	ND22-18	ND DOT 2X2X18" Stake (Alpine Fir)	EACH	\$0.00	\$0.53	\$0.53
1.00	ND22-21	ND DOT 2X2X21" Stake (Alpine Fir)	EACH	\$0.00	\$0.60	\$0.60
1.00	ND22-24	ND DOT 2X2X24" Stake (Alpine Fir)	EACH	\$0.00	\$0.66	\$0.66
1.00	NDL12-48	ND DOT 1/2x48" Lathe (Alpine Fir)	EACH	\$0.00	\$0.47	\$0.47

Subtotal	\$4.81
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$4.81</b>

## **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



## **CHAPTER 25-16.2**

### **WORK ACTIVITY CENTER CONTRACT AWARDS**

#### **25-16.2-01. Work activity center - Definition.**

As used in this chapter "work activity center" means a facility, licensed by the department of human services, which is located in the state and operated by a nonprofit corporation organized for the primary purpose of employing and providing rehabilitative activities for individuals with physical disabilities, developmental disabilities, or chronic mental illnesses.

##### **25-16.2-01.1. Purpose.**

It is in the public interest to advance employment opportunities to individuals with disabilities so that those individuals may acquire job skills and training and gain greater independence and quality of life. This state is committed to promoting self-sufficiency, integrating individuals with disabilities into our communities, and maximizing the earning potential of individuals with disabilities.

#### **25-16.2-02. Direct bidding with work activity centers for highway grade stakes.**

Unless no work activity center bids on the contract, the office of management and budget or the department of transportation, whichever may be authorized to purchase highway grade stakes, shall award any contract for the purchase of highway grade stakes to work activity centers. The office of management and budget or the department of transportation shall request bids from work activity centers and shall award any contract for the purchase of highway grade stakes on the basis of these factors:

1. Whether the product contracted for is supplied by the work activity center at a fair market price.
2. Whether the product to be supplied by the work activity center meets the specifications of the department of transportation.
3. The ability, capacity, and skill of the work activity center to perform the contract required.
4. The character, integrity, reputation, judgment, experience, and efficiency of the work activity center.
5. Whether the work activity center can perform the contract within the time specified.
6. The quality of performance of previous contracts negotiated with the work activity center.
7. The previous and existing compliance by the work activity center with laws relating to the contract.

#### **25-16.2-03. Contract requirement.**

Any contract awarded pursuant to this chapter must be in writing and must be made available by the purchasing party to any person upon request. The contract must include the purchase price, the quantity of commodity or service purchased, and the time period for which the commodity or service will be provided.

#### **25-16.2-04. Direct purchase from work activity centers.**

If acceptable commodities or services are produced or provided by a work activity center at fair market price, any state entity or political subdivision may enter a contract to purchase directly from the work activity center without obtaining competition.



**Developmental Disabilities Division**  
1237 W Divide Ave, Ste 1A, Bismarck, ND 58501-1208  
(701) 328-8930  
Toll Free 1-800-755-8529  
Fax (701) 328-8969  
TTY (701) 328-8968

Jack Dalrymple, Governor  
Maggie D. Anderson, Executive Director

June 2, 2015

Scott Burtsfield  
Executive Director  
Evaluation and Training Center  
424 9th Ave. S.  
Fargo, ND 58103

Dear Mr. Burtsfield:

Enclosed are your license renewal certificates for Extended Services and Day Supports for the period July 1, 2015 to June 30, 2016. As indicated in your letter, all individuals in Day Supports will be based out of the 424 9<sup>th</sup> Ave S location with a licensed occupancy of 99 effective July 1, 2015.

Please call me at 328-8932 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Brianne Skachenko".

Brianne Skachenko  
Day and Residential Services Administrator

Enc.

cc: Aaron Benson  
Jamie Wilke

## LICENSE

This is to certify that:

**VOCATIONAL TRAINING CENTER, INC.**

is hereby licensed to provide the service of:

**DAY SUPPORTS**

to the maximum number of **99** individuals with intellectual/developmental disabilities located at:

**424 9<sup>TH</sup> AVENUE SOUTH, FARGO**

in the county of: **CASS**, State of North Dakota.

This license is issued for the period commencing **JULY 1, 2015** and expiring **JUNE 30, 2016** pursuant to the provisions of the North Dakota Century Code and the rules and regulations of the North Dakota Department of Human Services, Developmental Disabilities Division.



  
\_\_\_\_\_  
Director  
Developmental Disabilities Division

## LICENSE

This is to certify that:

**VOCATIONAL TRAINING CENTER, INC.**

is hereby licensed to provide the service of:

**EXTENDED SERVICES**

to the maximum number of **UNLIMITED** individuals with intellectual/developmental disabilities located at:

**424 9<sup>TH</sup> AVENUE SOUTH, FARGO**

in the county of: **CASS**, State of North Dakota.

This license is issued for the period commencing **JULY 1, 2015** and expiring **JUNE 30, 2016** pursuant to the provisions of the North Dakota Century Code and the rules and regulations of the North Dakota Department of Human Services, Developmental Disabilities Division.



A handwritten signature in cursive script, likely of the Director, positioned above a horizontal line.

Director  
Developmental Disabilities Division