

MEMO TO: Ronald J. Henke, P.E.
Director

FROM: Wayne A. Zacher, P.E.

DATE: 05/29/2025

SUBJECT: 38250648: HEU-5-094(178)906 (PCN 24596) Preliminary Engineering Reimbursement Agreement

This project is an HSIP project to install a Rapid Rectangular Flashing Beacon (RRFB) at the intersection of I-94 Business Loop (Villard St) & 1st Ave W in Dickinson.

This agreement solidifies the City's agreement with NDDOT proceeding with project development process. If the City decides they no longer want or support proceeding with the project, this agreement outlines their role in reimbursement to NDDOT for engineering services,

If you have any questions, contact me at (701)328-4828.

38/waz

DocuSign Routing Order:

Stacey Hanson;

Derek Pfeifer;

Nicole Lagasse;

Josh Skluzacek;

City Attorney;

City Auditor;

City Mayor;

Wayne Zacher;

Clint Morgenstern;

Chad Orn

NDDOT Contract No. 38250648
Project No. HEU-5-094(178)906
PCN No. 24596

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is 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 58505-0700, and Dickinson, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with project development activities on Interstate 94 Business Loop (Villard St) and 1st Ave W, HEU-5-094(178)906 (PCN 24596); and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

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



Executed by the city of Dickinson, at Dickinson North Dakota, the last date below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of

NAME (TYPE OR PRINT)

SIGNATURE

*
TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

06/06/25

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23



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 nondiscrimination 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 nondiscrimination 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.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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 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 – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24



PROJECT APPLICATION

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

23 USC § 407 Documents
NDDOT Reserves All Objections

Please attach a location map(s). You may use additional sheets to further describe your project.

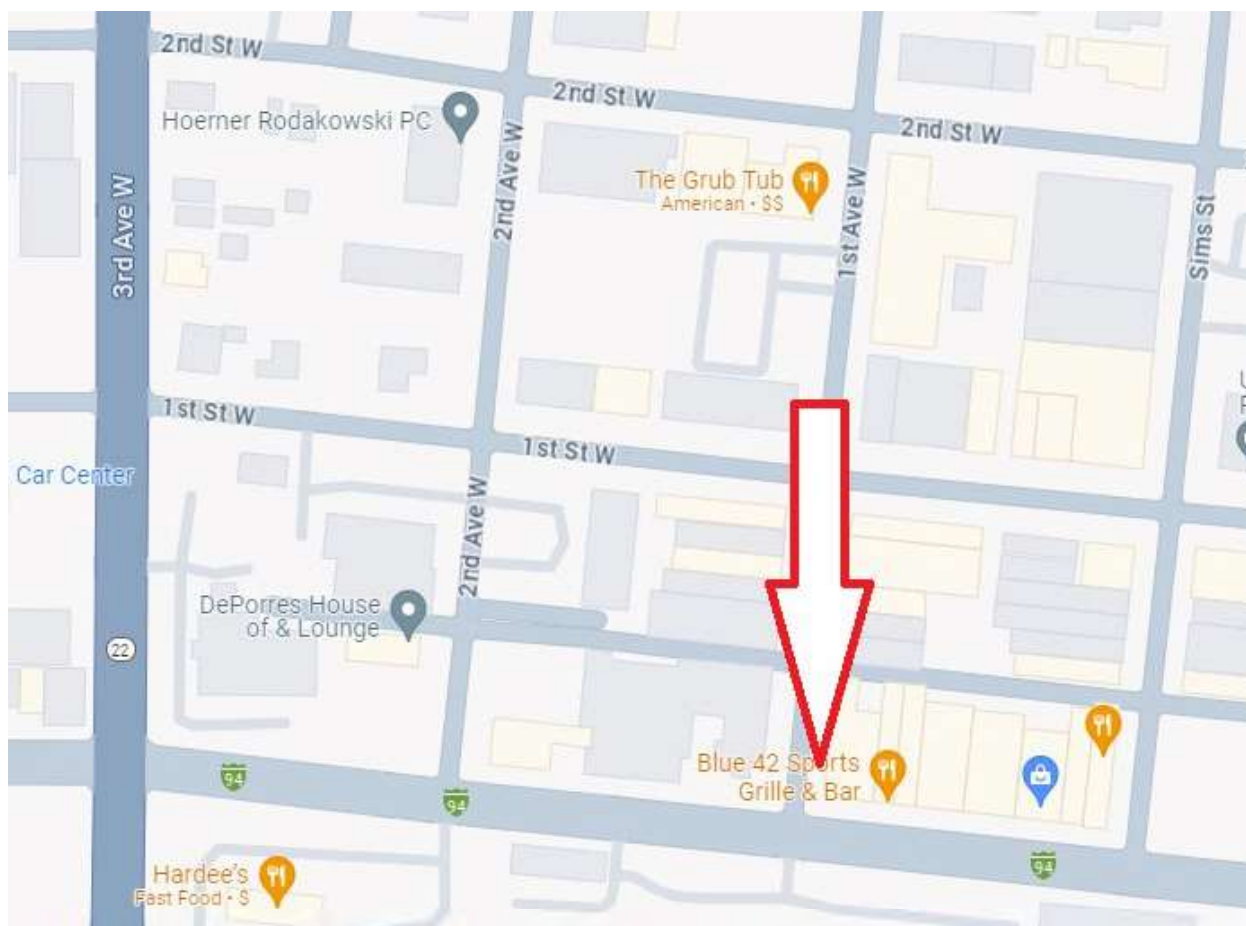
| | | | |
|---|--|--|--|
| Agency Name NDDOT | | NDDOT District Dickinson | |
| Contact Name Rob Rayhorn | | Current Date 3-1-24 | |
| Email Address rrayhorn@nd.gov | | Telephone Number 701-227-6511 | Project Cost Estimate (attach detailed copy) \$75,000.00 |
| Location Description Intersection of Villard Street (I-94 B.L.) and 1st Avenue West in Dickinson | Roadway Ownership <input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Tribe | Vision Zero Emphasis Area (check all that apply) <input type="checkbox"/> Younger Drivers <input type="checkbox"/> Speeding or Aggressive Drivers <input type="checkbox"/> Alcohol-Related <input type="checkbox"/> Unbelted Vehicle Occupants <input type="checkbox"/> Lane Departure <input checked="" type="checkbox"/> Intersections | Functional Class <input type="checkbox"/> Local Road or Street <input type="checkbox"/> Minor Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Principal Arterial |
| Improvement Category (check all that apply) <div><input type="checkbox"/> Access Management <input type="checkbox"/> Advanced Technology & ITS <input type="checkbox"/> Alignment <input type="checkbox"/> Animal Related <input type="checkbox"/> Interchange Design</div> <div><input type="checkbox"/> Intersection Geometry <input checked="" type="checkbox"/> Intersection Traffic Control <input type="checkbox"/> Lighting <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Non-infrastructure</div> <div><input type="checkbox"/> Parking <input checked="" type="checkbox"/> Pedestrians & Bicyclists <input type="checkbox"/> Railroad Grade Crossings <input type="checkbox"/> Roadside <input type="checkbox"/> Roadway</div> <div><input type="checkbox"/> Roadway Delineation <input type="checkbox"/> Roadway Signs & Traffic Control <input type="checkbox"/> Shoulder Treatments <input type="checkbox"/> Speed Management <input type="checkbox"/> Work Zone</div> | | | |
| Describe Current Safety Issues The pedestrian crossing on Villard Street (I-94 B.L.) at 1st Avenue West in Dickinson has yellow, flashing lights. Traffic does not always stop when lights are activated. | | | |
| Describe Proposed Safety Improvements A pedestrian crossing enhancement of changing the yellow lights to a white LED RRFB would make the crossing more visible and drivers more aware of when a pedestrian is about to use the crossing. | | | |

For questions or comments contact:
Justin Schlosser
701-328-2673
jjschlosser@nd.gov

Please email completed form to this address: hsip@nd.gov



Eastbound view, Villard Street (I-94 B.L.) and 1st Avenue West



Certificate Of Completion

Envelope Id: A47A34B5-92BB-4C54-9FA7-EF31D7F3D2BB

Status: Sent

Subject: Contract #38250648: Please DocuSign: Preliminary Engineering Reimbursement Agreement

Contract Number: 38250648

PCN: 24596

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Wayne Zacher

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

wzacher@nd.gov

IP Address: 165.234.92.122

Record Tracking

Status: Original

Holder: Wayne Zacher

Location: DocuSign

5/29/2025 12:55:53 PM

wzacher@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

Signer Events

Signature

Timestamp

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication

St

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/29/2025 1:10:17 PM

Viewed: 5/29/2025 1:14:39 PM

Signed: 5/29/2025 1:15:06 PM

Authentication Details

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/29/2025 1:14:34 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

Security Level: Email, Account Authentication
(None), Authentication

Derek Pfeifer

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/29/2025 1:15:08 PM

Viewed: 6/6/2025 7:33:14 AM

Signed: 6/6/2025 7:35:06 AM

Authentication Details

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Transaction: 78ed0834-bfe2-4c18-acf6-70dcd77fb159

Result: passed

Vendor ID: TeleSign


Type: SMSAuth

Performed: 6/6/2025 7:33:08 AM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Signer Events | Signature | Timestamp |
|---|--|---|
| Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication |  Signature Adoption: Pre-selected Style Using IP Address: 165.234.252.245 | Sent: 6/6/2025 7:35:08 AM Viewed: 6/6/2025 7:50:06 AM Signed: 6/6/2025 7:52:07 AM |

Authentication Details

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Result: passed
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Type: SMSAuth
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Phone: +1 701-954-8712

SMS Auth:
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 6/6/2025 7:49:35 AM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Wayne Zacher
wzacher@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication (None), Authentication

| Signer Events | Signature | Timestamp |
|---|---|--|
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Wayne Zacher wzacher@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div>VIEWED</div> Using IP Address: 165.234.253.12 | Sent: 5/29/2025 12:56:03 PM Viewed: 5/29/2025 1:02:28 PM Completed: 5/29/2025 1:10:16 PM |
| Agent Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
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| Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 5/29/2025 1:10:16 PM |
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| Envelope Updated | Security Checked | 5/29/2025 1:10:16 PM |
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| Payment Events | Status | Timestamps |