

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

FROM: Webb, Zachary A.

DATE: 06/15/2026

SUBJECT: 38260946: NHU-5-094(172)903 (PCN 24434) Preliminary Engineering Reimbursement Agreement

This project is a chip seal and pavement marking on Villard St from N of I-94 to State Ave.

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

If you have any questions, contact me at (701-328-7893) or George Palo at (701-787-6539)

38/ZW

Docusign Workflow;
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Josh Skluzacek
City Attorney
City Auditor
City Mayor
Zachary Webb
Clint Morgenstern
Chad Orn

NDDOT Contract No. 38260946
Project No. NHU-5-094(172)903
PCN No. 24434

**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 route (Villard St) from N of I-94 to State Ave, NHU-5-094(172)903 (PCN 24434); 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

06/19/26

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 **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 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 6-25



URBAN REGIONAL & URBAN ROADS PROJECT SCOPING WORKSHEET

DATE: 12/18/24PRIORITY# 3Regional: **Yes/N** Urban Roads: **Y/No**City: DickinsonStreet: Villard Street West from North of Interchange I-94
to State AveCounty: StarkLength: 1.55 miles

Proposed Improvement: Chip and Fog Seal and permanent pavement markings. This project is currently on STIP 2028 as a microsurfacing. Our intent is to re-classify this project to cut some costs due the new pavement to be installed with the reconstruction of the route as NDDOT Project Number NHU-5-094(160)903 PCN 23695.

Cost Estimates Breakdown (in \$1,000)							
PE	CE	R/W	Utility	Constr.	Bridges	Non-Participating	Total
35	65	0	0	500	0	0	600

Present Road: Surface Width? _____

Surface Type? Asphalt

On Street Parking Allowed? No Present: **(No)** One Side Both Sides Angle Parallel
Proposed: **(No)** One Side Both Sides Angle Parallel

Proposed Improvements	
ADT Present: <u>8650</u> Yr: <u>2023</u>	Travel Way Width : _____
ADT Design: _____ Design year _____	No. of Lanes: <u>three</u>
Design Speed: <u>40 mph</u>	Roadway Width: <u>55 to 62</u>
Maximum Curve: <u>Minimal</u>	Min. R/W Width: <u>200</u>
Maximum Grade: <u>Minimal</u>	

Right of Way	
Will Additional ROW or easement be acquired? NO	ROW acquisition by: City DOT

Has any ROW easements been acquired since 7-1-72: NO ROW Condemnation by: City DOT
 Est. No. of occupied family dwelling to be displaced? N/A
 Est. No. business to be displaced? N/A

Impacts

Will there be any additional Impacts (Cultural and Environmental Resources): N/A

Will there be any impacts to 4(f) or 6(f) properties:

N/A

Airports: None Public Hearings: None

Environmental Classification (Cat-Ex, EA, EIS): Cat-Ex

Transportation Enhancements: None

Intermodal: None

Pedestrian Needs: None

Railroads Crossings

RR Name	No. Xings	No. Tracks and Type of Crossing	Daily Train Movements	Train Speed	Present Protection	Proposed Protection
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Purpose and Need Statement:

The roadway is current in the preliminary engineering phase for a reconstruction, and it is planned to be constructed in 2025 or 2026. Re-surfacing the pavement after a short duration of use will preserve the pavement and extend the life. This will include the round-about at the intersection of Highway 10.

Existing Conditions:

1. When was the current street section built? Has there been any additional maintenance to the street section?
To be reconstructed in 2026
2. How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?
The standard will be two driving lanes (12-feet) with one center turn movement lane (14.5-feet) and shoulders.
3. What is the condition of the pavement section?
 - A. If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?

- B. If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking.

To be new construction in 2026

4. Any existing geometric concerns?
No
5. Are there any access points to adjoining properties that present a special concern?
None
6. Are there any existing sidewalks or shared use path in place?
Shared use path along the north/east side of the roadway
7. What is the condition of the existing storm sewer? Will any additional storm sewer work need to be done along with this project?
New in 2025 or 2026
8. What is the condition of the city's water and sewer line? Will any work have to be done to the city's water and sewer lines along with this project?
Good, added water main crossings with the new construction to prevent the need for future pavement cuts as development occurs.
9. Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?
New in 2025 or 2026
10. What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?
State Ave intersection is the only traffic signal. The traffic ops report does not show a need for more lanes or risks of accidents.

Remarks:

The roadway is current in the preliminary engineering phase for a reconstruction, and it is planned to be constructed in 2025 or 2026. Re-surfacing the pavement after a short duration of use will preserve the pavement and extend the life. This will include the round-about at the intersection of Highway 10.

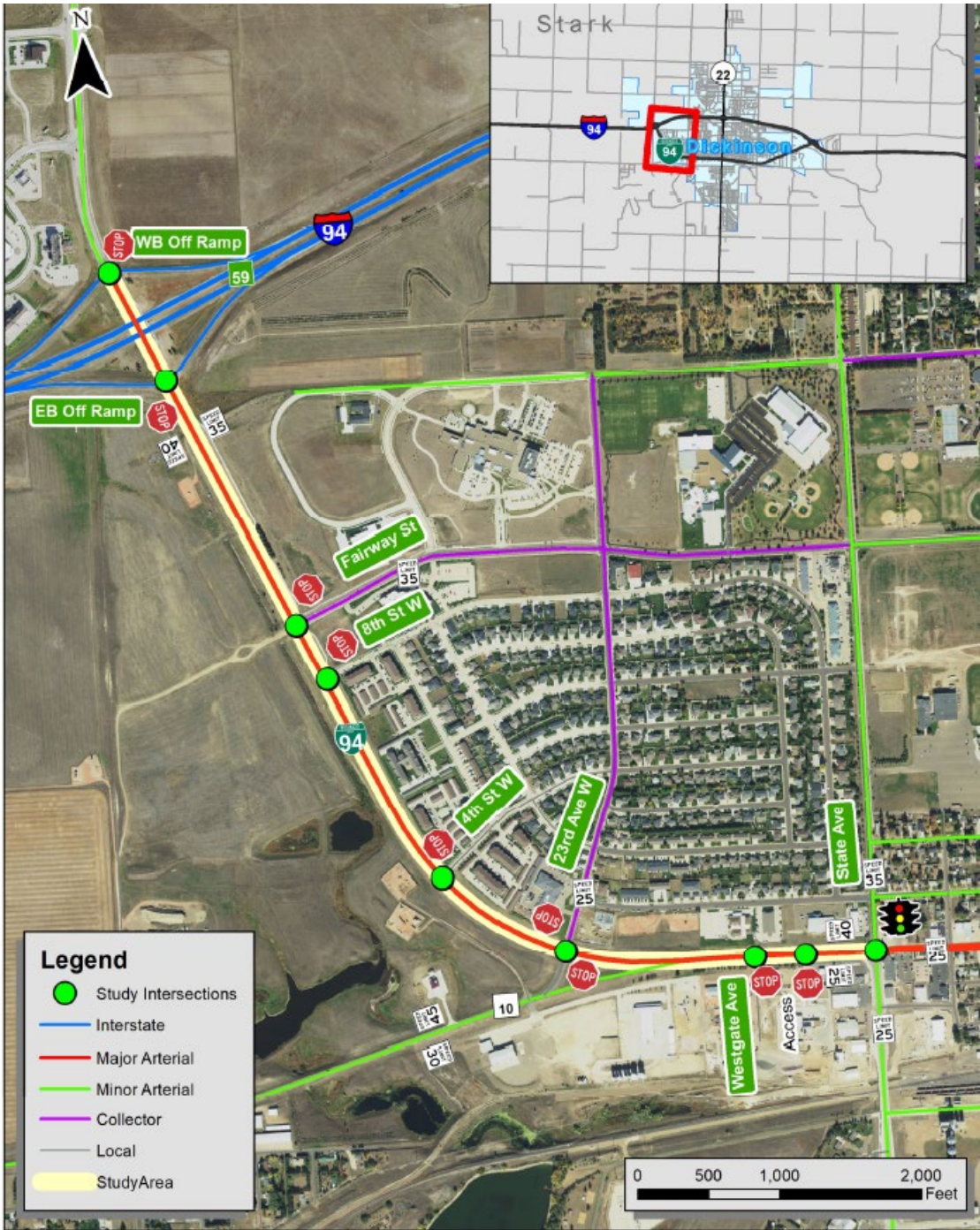
City Engineer: 

Date: 12/18/24

District Engineer: 

Date: 12/18/2024

Note: *Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.*



Certificate Of Completion

Envelope Id: 2ACADACC-4643-8546-818A-7B0F731127E4

Status: Sent

Subject: Contract #38260946: 24434 Please DocuSign: Preliminary Engineering Reimbursement Agreement

Contract Number: 38260946

PCN: 24434

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Zachary Webb

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

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

zwebb@nd.gov

IP Address: 165.234.92.120

Record Tracking

Status: Original

Holder: Zachary Webb

Location: DocuSign

6/16/2026 12:59:13 PM

zwebb@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

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: 6/16/2026 1:09:00 PM

Viewed: 6/16/2026 1:14:49 PM

Signed: 6/16/2026 1:15:24 PM

Authentication Details

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Transaction: 61834f45-8d6f-4efd-8e17-fe61dc3deb19

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/16/2026 1:14:36 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: 6/16/2026 1:15:25 PM

Viewed: 6/19/2026 7:45:11 AM

Signed: 6/19/2026 7:47:42 AM

Authentication Details

SMS Auth:

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/19/2026 7:45:06 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 Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication Authentication Details SMS Auth: Transaction: 503a4829-b4a9-484d-9060-78f28aef6370 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 6/19/2026 11:05:48 AM Phone: +1 701-954-8712 Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 6/19/2026 7:47:44 AM Viewed: 6/19/2026 11:05:54 AM Signed: 6/19/2026 11:08:35 AM
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		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Zachary Webb zwebb@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 Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Editor Delivery Events	Status	Timestamp
Zachary Webb zwebb@nd.gov Intern Engineering Tech Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address:	Sent: 6/16/2026 12:59:27 PM Completed: 6/16/2026 1:08:59 PM

Agent Delivery Events	Status	Timestamp
Josh Skluzacek Joshua.Skluzacek@dickinsongov.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 6/19/2026 11:08:37 AM Viewed: 6/26/2026 1:55:34 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2026 12:59:27 PM
Envelope Updated	Security Checked	6/16/2026 1:08:59 PM
Envelope Updated	Security Checked	6/16/2026 1:08:59 PM
Envelope Updated	Security Checked	6/16/2026 1:08:59 PM
Envelope Updated	Security Checked	6/16/2026 1:08:59 PM

Payment Events	Status	Timestamps
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