



# City of Grand Forks Staff Report

**APPROVED & ACCEPTED**  
*by City Council*

03/04/2019

*Maureen Storstad*  
Maureen Storstad  
City Auditor

**Committee of the Whole – February 25, 2019**  
**City Council – March 4, 2019**

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**Agenda Item:** Cost Participation and Maintenance Agreement with the NDDOT for City Project No. 7953 - Traffic Signals and Turn Lanes at Gateway Drive & N 55th Street

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**Submitted by:** Engineering Department, Mark S. Walker, PE (Assistant City Engineer)  
Mike Yavarow, PE (Civil Engineer Principal)

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**Staff Recommended Action:** **Approve Cost Participation and Maintenance Agreement with the NDDOT for City Project No. 7953 – Traffic Signals and Turn Lanes at Gateway Drive & N 55th Street**

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**Committee Recommended Action:** Refer to City Council with recommendation to approve.

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**Council Action:**

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## **BACKGROUND:**

The Agreement under consideration is a standard agreement with the North Dakota Department of Transportation (NDDOT) and provides for use of federal funds on this project. The Agreement identifies the responsibilities for payment of the project costs and maintenance responsibilities for the project once completed. The project is proposed to be funded with Federal and State funding and 0% City share.

This project is being proposed by the NDDOT and is intended to include a new traffic signal system and turn lanes at the intersection of Gateway Drive (US Highway No. 2) and North 55<sup>th</sup> Street. In addition to new traffic signals, left turn lanes will be installed on all approaches with positive/zero offsets and new right turn lanes will be installed for northbound and westbound traffic. A right turn lane currently exists for eastbound traffic. Intersection lighting will be installed that will light the full width of turn bay lengths on all approaches. The signal will be interconnected with the city traffic control system by installing a fiber optic cable from the signal at 47<sup>th</sup> Street/Gateway westward to the new signal location.

The concrete portion of Gateway Drive was constructed in 1995 and was rehabilitated in 2014. 55<sup>th</sup> Street southward of Gateway was constructed in 1999 and the concrete section northward of Gateway Drive was constructed in 2014.

On September 4, 2018, Council approved a Preliminary Engineering Reimbursement Agreement with the NDDOT for this project. On November 5, 2018, Council approved the Categorical Exclusion Document, concurred with the project concepts as proposed, and selected to construct the traffic signals and turn lanes at Gateway Drive & N 55th Street

### **ANALYSIS AND FINDINGS OF FACT:**

- The Federal/State funding participation rates for this project are 80/20% respectively with no City share.
- The total project cost is currently estimated at \$1,026k.
- It is expected that this project will again be placed on upcoming Committee of the Whole agendas, some of which are as follows:
  - March 2019 – Plans and Specifications
  - April 2019 – Award of bids
- Bids are planned to be opened on April 12, 2019 at the NDDOT in Bismarck.
- Construction is currently anticipated to take place during the 2019 construction season.

### **SUPPORT MATERIALS:**

- Pertinent pages of the Cost Participation and Maintenance Agreement (5 pages)
- Project Location Map showing proposed lane configuration (1 page)

**North Dakota Department of Transportation  
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Striefel, Ardin L.	Telephone: 328-2559

**Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.**

**Project No.**NHU-6-002(132)354  
**Location:** GRAND FORKS - US 2 AND 55TH STREET  
**Type of Improvement:** Traffic Signals and Turn Lanes  
**Point of Beginning:** RP 354.645  
**Point of Ending:** RP 354.804

In consideration of the mutual benefits to be derived therefrom, it is agreed 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 the Local Public Agency (LPA) of Grand Forks, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT’s *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 0 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 0 percent of the total cost of all items which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid.

**PART I**

LPA Obligation:

- 1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
- 2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document 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 LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$1,025,672, with the LPA’s estimated share being \$0.



3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

## **PART II**

### Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

## **PART III**

### Maintenance

1. The LPA is responsible for all maintenance activities. The LPA is also responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. The LPA is responsible for all maintenance on service roads to include maintenance seals, signing, striping, snow plowing, and snow removal. Limits of the LPA's responsibilities are shown on the attached map.
2. The LPA will maintain the striping for parking and any striping located on side streets.



## PART IV

### General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of \_\_\_\_\_, at \_\_\_\_\_,  
North Dakota, the last date below signed.

APPROVED:

LPA of \_\_\_\_\_

\_\_\_\_\_  
LPA ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
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:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
DIVISION DIRECTOR(TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)  
L.D. Approved 10-17, Rev. 08-18; C.M. 02/07/2019



### CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

ATTEST:

APPROVED:

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

LPA of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT )

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

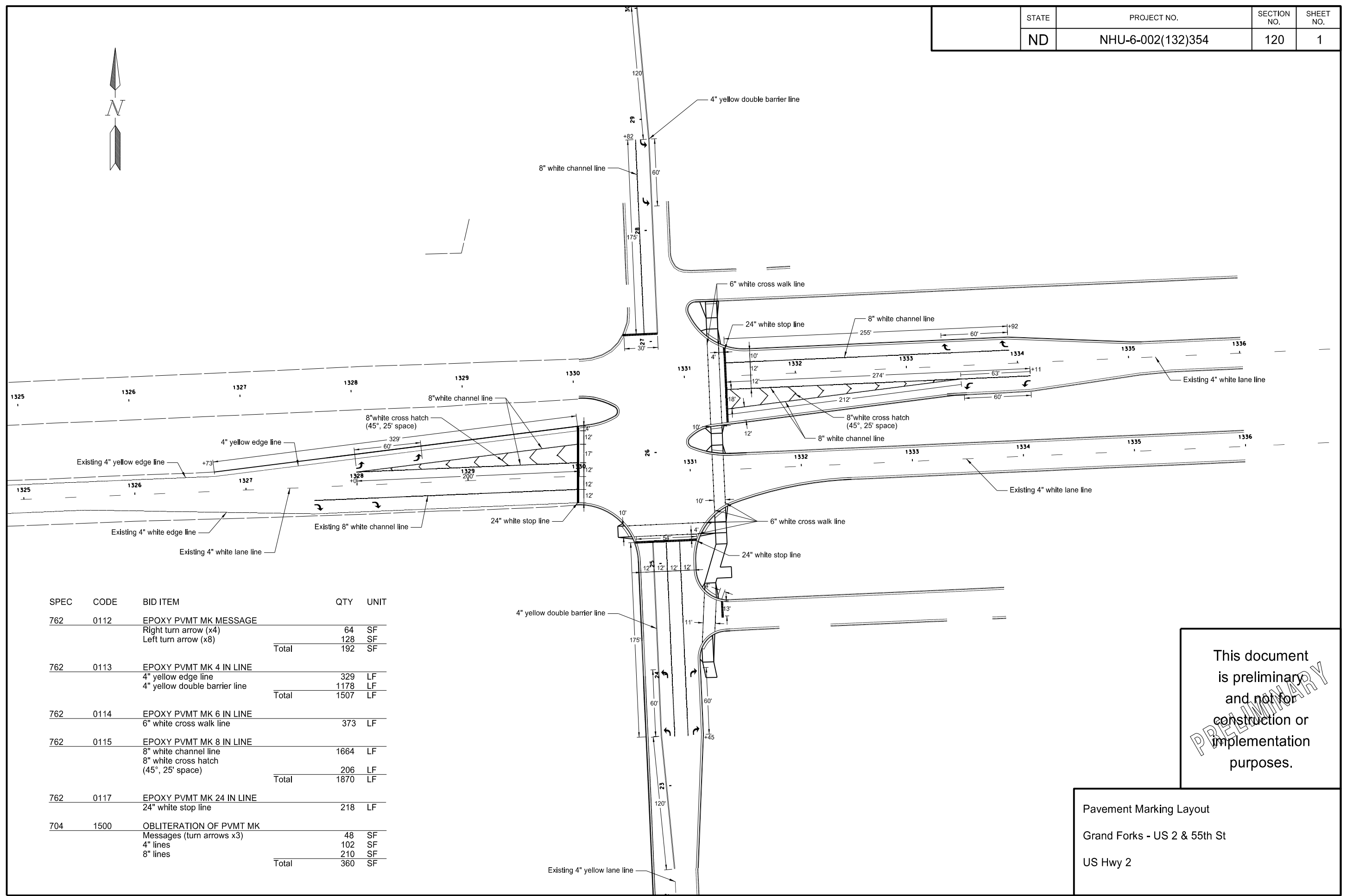
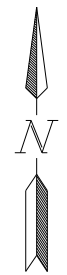
\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)  
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SPEC	CODE	BID ITEM	QTY	UNIT
762	0112	EPOXY PVMT MK MESSAGE		
		Right turn arrow (x4)	64	SF
		Left turn arrow (x8)	128	SF
		<b>Total</b>	<b>192</b>	<b>SF</b>
762	0113	EPOXY PVMT MK 4 IN LINE		
		4" yellow edge line	329	LF
		4" yellow double barrier line	1178	LF
		<b>Total</b>	<b>1507</b>	<b>LF</b>
762	0114	EPOXY PVMT MK 6 IN LINE		
		6" white cross walk line	373	LF
762	0115	EPOXY PVMT MK 8 IN LINE		
		8" white channel line	1664	LF
		8" white cross hatch (45°, 25' space)	206	LF
		<b>Total</b>	<b>1870</b>	<b>LF</b>
762	0117	EPOXY PVMT MK 24 IN LINE		
		24" white stop line	218	LF
704	1500	OBLITERATION OF PVMT MK		
		Messages (turn arrows x3)	48	SF
		4" lines	102	SF
		8" lines	210	SF
		<b>Total</b>	<b>360</b>	<b>SF</b>

This document  
is preliminary  
and not for  
construction or  
implementation  
purposes.

Pavement Marking Layout  
Grand Forks - US 2 & 55th St  
US Hwy 2