City of Grand Forks Staff Report

Committee of the Whole – July 13, 2026
City Council – July 20, 2026

APPROVED & ACCEPTED
by City Council
07/20/2026
Maureen Storstad
Maureen Storstad
City Auditor

Agenda Item: Cost Participation, Construction, and Maintenance Agreement and Preliminary Engineering Reimbursement Agreement with the NDDOT for City Project No. 8981 – Reconstruct North 4th Street (University Ave to 2nd Ave N)

Submitted by: Engineering Department, Logan LeTexier, PE (Civil Engineer, Senior)
David Kuharenko, PE (Assistant City Engineer)

Staff Recommended Action: **Approve Cost Participation, Construction, and Maintenance Agreement, Preliminary Engineering Agreement with the NDDOT, and approve any necessary budget amendments for City Project No. 8981, – Reconstruct North 4th Street (University Ave to 2nd Ave N)**

Committee Recommended Action: Weigel made a motion to allow Sande to vote, second by Osowski. Motion failed.
Motion by Osowski, second by Fridolfs to move staff recommendation to City Council with a recommendation to approve. Motion carried 6-0, with Sande recused.

Council Action: Motion by Berg, second by Fridolfs to approve on consent agenda. Motion carried unanimously.

BACKGROUND:

The proposed project consists of reconstructing the street and the sidewalks, installing bump outs, ornamental street lighting, decorative sidewalks, storm sewer improvements, and streetscapes to match the Demers Avenue, North 3rd Street, and North 4th Street Reconstruction projects. The Cost Participation, Construction, and Maintenance Agreement under consideration is a standard agreement with the North Dakota Department of Transportation (NDDOT) and provides for use of up to $2,810,155 of federal funds on this project. The Agreement identifies the responsibility for payment of the project costs and maintenance responsibilities for the project once completed. The project is proposed to be funded with 80.93% Federal funding and 19.07% City funding for eligible project costs including construction and construction engineering. Further, maintenance responsibilities will remain unchanged from the previous Agreement.

The acceptance of Federal funding was approved by City Council on July 7, 2025. A budget amendment is being requested at this time to bring funds into 2026. The project design could be started in late 2026/early 2027, bid fall 2027, and constructed in 2028.

The second agreement under consideration for approval is the NDDOT's standard preliminary engineering reimbursement agreement. The Agreement itself is that the NDDOT agrees to proceed with the preliminary engineering and the City agrees to reimburse the NDDOT for all preliminary engineering expenses incurred if the City terminates or materially reduces the project scope. In accordance with NDDOT requirements, the consultant engineering firm will be selected on the basis of NDDOTs Qualification Based Selection (QBS) process. City staff will prepare an advertisement requesting proposals from firms interested in providing preliminary engineering services for the project. The advertisement will likely be published in the near future and firms submitting proposals will be ranked according to their qualifications.

This project has been considered at a number of previous Council/Committee/Public meetings, some of which are as follows:

- October 21, 2024 – Council approved Urban Grant Program funding request.
- July 7, 2025 – Council accepted Federal funding for this project and approved a budget amendment.

ANALYSIS AND FINDINGS OF FACT:

- According to the proposed Agreement, the project funding split for eligible project expenses is 80.93% Federal and 19.07% Local.
- Although the federal funding participation rate is 80.93/19.07 for "eligible items" there are ineligible items such as utility relocation and land acquisition costs that must be paid for entirely as a local cost.
- Actual funding for the total project will be from a combination of approximately 80% Federal funds and 20% local funds.
- This project is currently listed in the 2026 Budget 6-year Capital Improvement Plan in 2027 and 2028 with $100,000 and $702,845, respectively.
- The current estimated total project costs are as follows:

	Total Cost	Federal	Local	Budget Year
Design Engineering (E)	$410,423	$332,155	$78,268	2026
Construction (E)	$2,716,000	$2,198,000	$518,000	2028
Construction Engineering (E)	$346,000	$280,000	$66,000	2028
Total Project Costs	$3,472,423	$2,810,155	$662,268	

(E) = Estimated Cost

- It is expected that this project will again be placed on upcoming Committee of the Whole agendas, some of which are as follows:
  - Fall 2026 – Engineering Agreement approval
  - Fall 2027 – Plans and Specifications approval
- Construction is planned to be completed during the 2028 construction season.

SUPPORT MATERIALS:

- Pertinent pages of Cost Participation and Maintenance Agreement (10 pages)
- Preliminary Engineering Reimbursement Agreement (6 pages)
- North 4th Street Exhibit (1 page)
- Page 547 of the 2026 City Budget project in the Six Year CIP (1 page)

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MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Webb, Zachary A.

DATE: 06/18/2026

SUBJECT: Cost Participation, Construction, and Maintanence Agreement for Project UGP-6-986(203) PCN 24747

This contract is a Cost Participation, Construction and Maintanence (CPM) agreement with city of Grand Forks on N 4th St (2nd Ave N to University Ave) project.

Contract # 38260997

- The type of work is PCC Reconstruction, Curb Bulb-Outs, Decorative Sidewalks, Ornamental Lights, Streetscaping, Storm Sewer.
- The UGP Federal Funds for this project is limited to $ 2,810,155.
- Any costs over the above limited amount will be City responsibility.

- There is a one time change on the standard agreement template.

38/ZW

Contract routing:
Zachary Webb - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
David Kuharenko - Grand Forks Assistant City Engineer
City of Grand Forks Officials
Zachary Webb
Legal
Chad Orn
Stacey Hanson

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NDDOT Contract No. 38260997

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205	Assistance Listing Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Webb, Zachary A.	Telephone: 7013908924

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.

For NDDOT use only. **FHWA Authorization date:**

Project No. UGP-6-986(203) PCN: 24747 LPA: City of Grand Forks
Location: Grand Forks N 4th St from 2nd Ave N to University Ave
Type of Improvement: PCC RECONSTRUCTION, Length: 0.08 MILE
CURB BULB-OUTS, DECORATIVE SIDEWALKS, ORNAMENTAL STREET LIGHTS, STREETSCAPING, STORM SEWER

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 the Local Public Agency (LPA) of City of Grand Forks, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $2,810,155. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. 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 streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

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PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

    a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

    b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

    c. Tabulate the bids and send to the LPA.

    d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

    a. Review bids to determine the lowest responsible bidder.

    b. Execute the contract.

    c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

    a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

    b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

    c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

    d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

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1. Control the length and location of curb openings for future entrances and to 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 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. Prohibit double parking within the limits of the project. Additional parallel and diagonal parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.

5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

7. Provide maintenance to the completed project at its own cost and expense.

8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

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

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

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4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

5. 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 $1,000,000 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.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

   Local Government Engineer
   ND Department of Transportation
   608 East Boulevard Avenue
   Bismarck, ND 58505-0700

7. 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; has not been suspended, debarred, voluntarily excluded, or determined ineligible 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.

8. 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 LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

_____
LPA/STATES ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

LPA of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer SH
_____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer
_____
SIGNATURE

06/19/26
_____
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

M
_____
SIGNATURE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 06/18/2026

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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:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*_____
TITLE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 06/18/2026

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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 Non-discrimination 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.

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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.P.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 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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MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Webb, Zachary A
Local Government Division

DATE: 6/17/2026

SUBJECT: Preliminary Engineering Reimbursement Agreement for Project UGP-6-986(203) PCN 24747

This contract is a Preliminary Engineering Reimbursement agreement with City of Grand Forks on N 4th St Reconstruction project.

Contract # 38260960

- The type of work is a Reconstruction
- City requested the use of federal funds on preliminary engineering services for the N 4th St (2nd Ave N - University Ave) project.
- City agrees to reimburse NDDOT for engineering costs if City terminate the project.

- There's a one time change on the standard agreement template.

38/ZW

Contract routing:
Zachary Webb - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
David Kuharenko - Grand Forks Assistant City Engineer
City of Grand Forks Officials
Zachary Webb
Legal
Chad Orn

Docusign Envelope ID: FAF6C7A3-A90F-8F6A-8132-EABA8ECB7FA6

NDDOT Contract No. 38260960
Project No. UGP-6-986(203)
PCN No. 24747

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 City of Grand Forks, North Dakota, hereinafter referred to as the City.

WHEREAS, the City has requested that Federal Funds be used for Preliminary Engineering Services;

NOW, THEREFORE, it is agreed that City will take all necessary steps to design and construct the project in accordance with the Environmental Document and plans approved by NDDOT and City.

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 Grand Forks, at Grand Forks 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)

Derek Pfeifer SH

SIGNATURE

06/19/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23; C.M. 06/16/2026

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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.

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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.P.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).

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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

NDDOT
North Dakota
Department of Transportation

GRAND FORKS
CITY HALL

N 4TH ST

FRANKLIN ON 4TH

2ND AVE N

UNIVERSITY AVE

CITY OF
GRAND FORKS
ENGINEERING
DEPARTMENT

N 4TH ST RECONSTRUCTION
2ND AVE N TO UNIVERSITY AVE

DATE
6/17/2026

SCALE
NTS

PAGE
1 of 1

S:\8981 Reconstruct N 4th (Univ-2nd AN)\Engineering\Design\Reference\N 4th St (2nd to University) Overview.dwg

CIP (Continued)
Street Infrastructure Fund - Multi Year Plan

	2025	2026	2027	2028	2029	2030	2031	Out Years
SOURCE/USE OF FUNDS:								
Highway Users Tax	$ 2,833,346	$ 3,326,300	$ 3,326,300	$ 3,326,300	$ 3,326,300	$ 3,326,300	$ 3,326,300	
Legacy Fund Distribution						-	-	
Sales Tax Revenue	4,278,063	4,626,726	4,765,528	4,908,494	5,055,748	5,207,421	5,363,644	
Additional 1/2% Sales Tax - Street Portion	3,884,146	4,267,973	4,411,012	4,558,343	4,710,093	4,866,396	5,027,387	
Prairie Dog Funding (direct distribution)	9,514,479	2,500,000	820,664	2,500,000	820,664	2,500,000	820,664	
FLEX Fund (direct distribution)	1,035,877	288,024	288,024	288,024	288,024	288,024	288,024	
Transfer Cash from Street & Water Sales Tax Fund (2175)	1,953,591	500,000	-	-	-	-	-	
Interest Bonding Option	83,500	147,111	82,573	35,910	102,097	78,496	59,223	
Estimated Yearly Revenue	23,583,002	15,656,134	13,694,100	15,617,071	14,302,927	16,266,637	14,885,242	
Use of Bridge Reserve Cash (1)	-	-	-	-	-	-	-	
Est Carryover Beginning Yr	8,350,000	14,711,084	8,257,259	3,591,006	10,209,713	7,849,599	5,922,335	
Available for Expenditure	**31,933,002**	**30,367,218**	**21,951,359**	**19,208,077**	**24,512,640**	**24,116,236**	**20,807,577**	
USES OF FUNDS:								
PRIORITY A								
ANNUAL NON-PROJECT OPERATING COSTS								
Interdepartmental Charges/Federal Match	726,291	703,089	724,182	745,907	768,284	791,333	815,073	
Street Mtce (General Fund)	1,339,000	1,379,170	1,420,545	1,463,161	1,507,056	1,552,268	1,598,836	
Set Aside Reserve for Bridge/Underpass Project	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Transfer to 4815 Bond Reserve (1.25X Bond Payment)		437,500	1,000,000	-	-	-	-	
Sub-total Ongoing Obligations	*2,165,291*	*2,619,759*	*3,244,727*	*2,309,069*	*2,375,341*	*2,443,601*	*2,513,909*	
PRIORITY B								
PROJECTS WITH FEDERAL FUNDING (LOCAL SHARE ONLY)								
Regional Road Program								
N 5th St (Gateway Dr to Demers Ave) Chip Seal	-	-	-	-	-	-	-	
32nd Ave (I-29 to Washington) CPR & Microseal	-	-	-	-	-	-	-	
Sorlie Bridge Joint Replacement	15,227	-	-	-	-	-	-	
S Washington (Demers to Hammerling) Microseal	41,000	-	-	-	-	-	-	
Demers Ave (Central Fire Sta to 6th Ave N) CPR & Grind	-	210,000	-	-	-	-	-	
US 81 (US 2 to 1-29)	-	-	86,826	-	-	-	-	
Traffic Signal Replacement (US 2 at 42nd, Washington, Mill Rd)	-	-	-	50,000	-	-	-	
Gateway Dr (Red River to I-29) CPR & Grind	-	-	-	50,000	-	-	-	
N Washington St (1st Ave N to 8th Ave N)	-	-	-	-	1,300,000	-	-	
US 2/Gateway Dr (I-29 to N 55th St) CPR & Grind	-	-	-	-	50,000	-	-	
S Washington St (Demers to Hammerling) Reconstruct	-	-	-	-	1,580,000	-	-	
Future Regional Project TBD (2030)	-	-	-	-	-	500,000	-	
Urban Roads Program								
(Use of Bridge Reserve Funds) (1)	-	-	-	-	-	-	-	
Point Bridge Rehabilitation	-	230,000	-	-	-	-	-	
S 48th St (15th Ave S to 17th Ave S)	-	-	-	-	3,185,000	-	-	
S 48th St (11th Ave S to 15th Ave S)	-	-	-	-	-	1,870,000	-	
S 48th St (7th Ave S to 11th Ave S)							1,850,000	
S 48th St (Demers Ave to 7th Ave S)	-	-	-	-	-	-	-	1,800,000
Urban Grant Program								
N 4th St (1st Ave N to 2nd Ave N)	700,000	-	-	-	-	-	-	
N 4th St (2nd Ave N to University Ave)	-	-	100,000	702,845	-	-	-	
Future Urban Grant Program Project TBD (2030)	-	-	-	-	-	600,000	-	
Transportation Alternative Program								
Bikepath Development	100,000	100,000	100,000	150,000	100,000	150,000	100,000	
Highway Safety Improvement Program								
Speedminder Signs	4,000	-	-	-	-	-	-	
S Washington St & 28th Ave S Turn Lane Extension	15,000	-	-	-	-	-	-	
US 2/Gateway Dr & N Columbia Rd Intersection Improvements	-	300,000	300,000	-	-	-	-	
US 2/Gateway Dr & N 43rd St Intersection Improvements	-	-	125,000	-	-	-	-	
S Columbia Rd & 24th Ave S Intersection Improvements	-	-	160,000	150,000	-	-	-	
S Columbia Rd & 28th Ave S Intersection Improvements	-	-	160,000	150,000	-	-	-	
Future HSIP Project TBD (2029)	-	-	-	-	300,000	-	-	
Future HSIP Project TBD (2030)	-	-	-	-	-	300,000	-	
Future HSIP Project TBD (2031)	-	-	-	-	-	-	300,000	
Flexible Transportation Fund								
47th Ave S (S Columbia Rd to S 34th St)	-	1,331,000	-	-	-	-	-	
EDA Disaster Relief Program								
70th Ave N (N Washington St to 1/2 Mile W of 55th)	430,000	1,100,000	-	-	-	-	-	
Safe Streets and Roads For All Program								
Reconstruct 4th Ave S (Walnut St to Belmont Rd	-	-	200,000	-	-	-	-	
Reconstruct Intersection of 4th Ave S & Belmont - Roundabout	-	-	300,000	-	-	-	-	
Reconstruct Chestnut St (4th Ave S to 5th Ave S)	-	-	120,000	-	-	-	-	
Sub-total Projects With Federal Funding	*1,305,227*	*3,271,000*	*1,651,826*	*1,252,845*	*6,515,000*	*3,420,000*	*2,750,000*	*1,800,000*
PRIORITY C								
OPERATION AND MAINTENANCE								
Bikeway Capital & Mtce	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Industrial Park Rehabilitation	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Street Maintenance								
Traffic Signal Maintenance/Controllers	198,700	202,700	206,800	211,000	215,000	219,000	223,000	
Minor Street Repairs	360,000	370,000	377,000	385,000	393,000	401,000	409,000	
Maintenance of Street Lights	138,100	140,900	143,800	147,000	150,000	153,000	156,000	
Minor Intersection Improvements	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Diamond Grade Reflectivity	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
ADA Sidewalks	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Replacement Batteries	6,000	6,000	6,000	6,000	6,000	6,000	6,000	
LED Street Light Replacement Program	-	60,000	-	60,000	-	60,000	-	
Arterial Street Lightning Maintenance (Conductors and Fixtures)	100,000	-	100,000	-	100,000	-	100,000	
Centracs Traffic Signal Software Renewal	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
Pavement Management	50,000	10,000	10,000	10,000	50,000	10,000	10,000	
Intelligent Transportation System	90,000	90,000	90,000	90,000	90,000	90,000	90,000	
Transportation Studies & Consulting Assistance	80,000	80,000	80,000	80,000	80,000	80,000	80,000	
Quiet Zone Redundancy	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Bridge/Box Culvert Rehabilitation								-
Bridge GF-08 University Ave/English Coulee	30,000	-	-	-	-	-	-	
Bridge GF-11 Cherry St/South End Drainway	35,000	-	-	-	-	-	-	
Bridge GF-14 6th Ave N/English Coulee	-	250,000	-	-	-	-	-	
Bridge GF-16 S 34th St/English Coulee	110,000	-	-	-	-	-	-	
Bridge 18-136-18.0 N 69th St/English Coulee Diversion	60,000	-	-	-	-	-	-	4,500,000
Bridge 18-137-17.0 N 55th St/English Coulee Diversion	80,000	-	-	-	-	-	-	
Engineering Design Services for 2029 Bridge Projects	-	-	-	75,000	-	-	-	
Bridge GF-10 S Washington St/49th Ave S	-	-	-	-	80,000	-	-	
Bridge GF-07 27th Ave N/English Coulee	-	-	-	-	80,000	-	-	
Bridge GF-05 Mill Rd/English Coulee	-	-	-	-	80,000	-	-	
Bridge GF-04 17th Ave S/English Coulee	-	-	-	-	80,000	-	-	