

MEMO TO: William T. Panos
Director

FROM: Johnson, Michael E.

DATE: 10/14/2021

SUBJECT: REVISED - SHE-4-002(135)144, PCN 22829 CPM Agreement

This is a REVISED Cost Participation and Maintenance (CPM) Agreement between NDDOT and the city of Minot for a project on US Highway 2. This project consists of intersection improvements at Evergreen Avenue, access closure at 18th Street and high mast lighting from Burdick Expressway to Evergreen Avenue. This is a Highway Safety Improvement Program (HSIP) project.

The revisions to the agreement are in relation to comments received from the City on the maintenance responsibilities for the project post construction. The previous draft of this agreement was withdrawn before collecting final signatures.

Please contact Michael Johnson at 701-328-2118 if you have any questions.

38/mej

DocuSign Workflow:
Paul Benning, NDDOT LGD
Shannon Sauer, NDDOT Finance
Lance Meyer, City Engineer
City Attorney
City Auditor
Mayor or President of Commission
Michael Johnson, NDDOT LGD
Clint Morgenstern, NDDOT Legal
Jen Turnbow, NDDOT DDP

**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: Johnson, Michael E.

Telephone: 701-328-2118

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.SHE-4-002(135)144**Location: BURDICK EXPRESSWAY TO EVERGREEN AVE****Type of Improvement:** Hot Mix Asphalt, Curb & Gutter, Storm Sewer, High Mast Lighting, Pavement Markings**Point of Beginning:** RP 144.228**Point of Ending:** RP 145.023

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 city of Minot, 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 total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 0 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 0 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 0 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 0 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and 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 \$2,066,127.78, 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

The LPA will, at its own expense, maintain the high mast lighting. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

NDDOT will maintain all portions of the project except the high mast lighting. NDDOT will also be responsible for snow and ice control, mowing, signs, pavement markings, drainage and culverts on US Highway 2.

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:

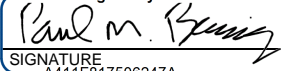
NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

DocuSigned by:


SIGNATURE

A411F817506247A...

10/14/2021

DATE

SIGNATURE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 06-20; C.M. 10/14/2021



Project SHE-4-002(135)144

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 or President of Commission

CLA 17058 (Div. 38)

L.D. Approved 02-18; Rev. 08-18; C.M. 10/14/2021



**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.



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 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).



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 **\$250,000 per person** and **\$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person** and **\$1,000,000 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 \$250,000 per person and \$1,000,000 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 11-19



| DESIGN DATA | | | | |
|------------------------------------------------------|---------------|----------------------|--------------|--|
| Traffic | Average Daily | | | |
| Current 2019 | Pass: 8350 | Trucks: 1004 | Total: 9354 | |
| Forecast 2039 | Pass: 11272 | Trucks: 1356 | Total: 12628 | |
| Clear Zone Distance: 22' | | Design Speed: 50 mph | | |
| Minimum Sight Dist. for Stopping: 425' | | Bridges: N/A | | |
| Sight Dist. for No Passing Zone: NA | | | | |
| Pavement Design Life 20 (years) | | | | |
| Design Accumulated One-way Flexible ESALs: 8,041,998 | | | | |

NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

SHE-4-002(135)144

Ward County
US Highway 2 from Burdick Expressway to Evergreen Ave

Hot Mix Asphalt, Curb and Gutter, Storm Sewer, High Mast Lighting, Pavement Markings

| | | | | | |
|--|-------|-------------------|-------|-------------|-----------|
| | STATE | PROJECT NO. | PCN | SECTION NO. | SHEET NO. |
| | ND | SHE-4-002(135)144 | 22829 | 1 | 1 |

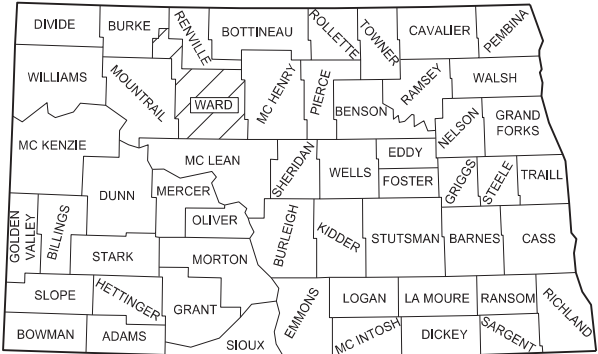
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|-----------------------------|-----------------------------------------------------------------------------|
| GOVERNING SPECIFICATIONS | Date Published and Adopted by the North Dakota Department of Transportation |
| Standard Specifications | 10/1/2020 |
| Supplemental Specifications | NONE |

| PROJECT NUMBER \ DESCRIPTION | NET MILES | GROSS MILES |
|------------------------------|-----------|-------------|
| SHE-4-002(135)144 | 0.795 | 0.795 |

Begin Project
RP 144.228




End Project
RP 145.023

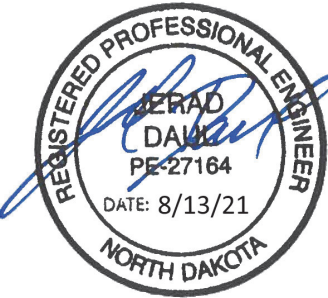


STATE COUNTY MAP

| |
|----------------------------|
| DESIGNER Kaitlin Hennen |
| DESIGNER Devin Power |
| DESIGNER Steve McHenry |
| DESIGNER Stacy Johnson |

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT
Orn, Chad M.
08/30/21

SRF CONSULTING GROUP, INC.



Certificate Of Completion

Envelope Id: 317020ACB1824C169291E85CB13E4867

Status: Sent

Subject: Contract #38211283: Please DocuSign: 17058.docx, Cost Participation & Maintenance Agreement

Contract Number: 38211283

PCN: 22829

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 1

Michael Johnson

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

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

mijohnson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Michael Johnson

Location: DocuSign

10/14/2021 1:21:14 PM

mijohnson@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

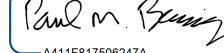
Location: DocuSign

Transportation CLOUD

Signer Events**Signature****Timestamp**

Paul Benning

DocuSigned by:



Sent: 10/14/2021 1:27:41 PM

pbenning@nd.gov

Viewed: 10/14/2021 3:22:27 PM

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

Signed: 10/14/2021 3:22:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 65F201DFEF8414049190C03286BA1F7D

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 10/14/2021 3:22:18 PM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer



Sent: 10/14/2021 3:22:36 PM

ssauer@nd.gov

Viewed: 10/15/2021 11:27:30 AM

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

Signed: 10/15/2021 11:27:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 65F2131DCEA00D0491915A04176A40B7

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 10/15/2021 11:27:23 AM

Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lance Meyer

lance.meyer@minotnd.org

Security Level: Email, Account Authentication
(None)

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

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

Michael Johnson
mijohnson@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Turnbow
jturnbow@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 |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

Michael Johnson
mijohnson@nd.gov
Urban Cowboy

VIEWED

Sent: 10/14/2021 1:21:33 PM
Viewed: 10/14/2021 1:22:05 PM
Completed: 10/14/2021 1:27:40 PM

North Dakota Department of Transportation
Security Level: Email, Account Authentication
(None)

Using IP Address: 165.234.252.245

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------|
| Lance Meyer lance.meyer@minotnd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | Sent: 10/15/2021 11:27:44 AM Viewed: 10/18/2021 2:41:59 PM |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
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| Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |