

January 25, 2022

Ms. Kristen Sperry
Environment Program Manager & Planning Specialist
Federal Highway Administration
4503 Coleman Street North, Suite #205
Bismarck, ND 58503

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS 2021-2022 UNIFIED PLANNING
WORK PROGRAM AMENDMENT #4

Please accept this letter and enclosures from the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) for an amendment to their 2021-2022 Unified Planning Work Program (UPWP).

The Metro COG Policy Board approved amendment #3 on January 13, 2022. The amendment addresses two items:

1. Reallocation of staff hours from other categories to the Metro-wide Housing Needs Analysis and the inclusion of more details about this project in the work program.
2. The purchase of a StreetLight software license to be used across the metropolitan area for transportation planning, traffic studies and traffic impact studies.

The North Dakota Department of Transportation recommends approval of this request for amendment based on the enclosed documentation. Please also see the attached concurrence from Minnesota Department of Transportation on the amendment. Your timely approval will be most appreciated.

If you have any comments or questions, please contact me at 701-328-4469 or Wayne A. Zacher at 701-328-4828.



STACEY M. HANSON, P.E., ASSISTANT LOCAL GOVERNMENT ENGINEER

38/waz

c: Cindy Gray, FM Metro COG
Anna Pierce, MnDOT

Zacher, Wayne A.

From: Pierce, Anna (DOT) <Anna.M.Pierce@state.mn.us>
Sent: Tuesday, January 25, 2022 12:08 PM
To: Zacher, Wayne A.; Safgren, Mary (DOT)
Subject: RE: FM Metro COG UPWP Amendment #4

******* CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *********

I had no concerns.

Thanks,

Anna Pierce

(she/her)

Metropolitan Planning Program Coordinator
Anna.M.Pierce@state.mn.us | o: 651-366-3793



I am working remotely until further notice; I am regularly available between 8:00-4:00 M-F, my voicemail and email are checked frequently.

From: Zacher, Wayne A. <wzacher@nd.gov>
Sent: Tuesday, January 25, 2022 11:58 AM
To: Safgren, Mary (DOT) <mary.safgren@state.mn.us>; Pierce, Anna (DOT) <Anna.M.Pierce@state.mn.us>
Subject: FM Metro COG UPWP Amendment #4

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Anna and/or Mary,

Did you have any concerns with the UPWP Amendment #4? It was brought through TTC and PB in January and covers the purchase of a StreetLight License and reallocates some hours for the Metro-wide Housing Needs Analysis.

Wayne

Zacher, Wayne A.

From: Safgren, Mary (DOT) <mary.safgren@state.mn.us>
Sent: Tuesday, January 25, 2022 12:14 PM
To: Zacher, Wayne A.; Pierce, Anna (DOT)
Subject: RE: FM Metro COG UPWP Amendment #4

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

Wayne,

I do not have any concerns.

Thanks,

Mary

Mary Safgren
Planning Director
MnDOT District 4
1000 Highway 10 West
Detroit Lakes, MN 56501

(218) 846-7987

From: Zacher, Wayne A. <wzacher@nd.gov>
Sent: Tuesday, January 25, 2022 11:58 AM
To: Safgren, Mary (DOT) <mary.safgren@state.mn.us>; Pierce, Anna (DOT) <Anna.M.Pierce@state.mn.us>
Subject: FM Metro COG UPWP Amendment #4

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Anna and/or Mary,

Did you have any concerns with the UPWP Amendment #4? It was brought through TTC and PB in January and covers the purchase of a StreetLight License and reallocates some hours for the Metro-wide Housing Needs Analysis.

Wayne

January 21, 2022

Wayne Zacher, PE
Local Government Division, NDDOT
608 E Boulevard Ave
Bismarck, ND 58505

Subject: Amendment 4 of Metro COG's 2021-2022 Unified Planning Work Program
(UPWP)

Dear Mr. Zacher:

Metro COG recently brought Amendment 4 to our 2021-2022 UPWP to the Transportation Technical Committee (TTC) and Policy Board for consideration. The amendment was recommended for approval by the TTC on January 13, 2022 and approved by the Policy Board on January 20, 2022. The proposed amendment is summarized below:

- The reallocation of staff hours from other categories to the Metro-wide Housing Needs Analysis and the inclusion of more details about this project in the work program, and
- The purchase of a license for StreetLight software, which is used across the metropolitan area for transportation planning, traffic studies, and traffic impact studies.

Our January 20th Policy Board minutes are attached for your reference, along with my memo to the Policy Board regarding the UPWP Amendment. I have also attached a revised table of staff hours for 2022, reflecting the movement of 190 hours of staff time to the Metro-Wide Housing Needs Analysis.

Please let me know if you need further information about Amendment 4 to Metro COG's 2021-2022 UPWP.

Sincerely,



Cindy Gray, AICP
Executive Director

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

Attachments:

1. Minutes from January 20, 2022 Policy Board Meeting
2. Memo to Metro COG Policy Board regarding Amendment 3 to the 2021-2022 UPWP
3. 2022 UPWP Charge Sheet, amended

cc: Michael Johnson, Local Government Division, NDDOT

Attachment 1

597th Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments Thursday, January 20, 2022 – 4:00 pm Zoom Web Conference

Members Present:

Matthew	Gilbertson	Moorhead City Council
Chuck	Hendrickson	Moorhead City Council
Steve	Lindaas	Moorhead City Council
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Mary	Scherling	Cass County Commission
Maranda	Tasa	Fargo Planning Commission
Jeff	Trudeau	Horace City Council

Members Absent:

Tony	Gehrig	Fargo City Commission
Amanda	George	West Fargo City Commission
John	Gunkelman	Fargo Planning Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission

Others Present:

Adam	Altenburg	Metro COG
Brenda	Andrews	City of Barnesville
Jaron	Capps	Metro COG
Luke	Champa	Metro COG
Ari	Del Rosario	Metro COG
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Brent	Muscha	Apex Engineering
Bob	Walton	NDDOT – Fargo District

- 1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**
The meeting was called to order at 4:00 pm, on January 20, 2022 by Chair Piepkorn, noting a quorum was present. Introductions were made.

1b. Election of Metro COG Policy Board Officers

Ms. Gray explained that per the Metro COG Policy Board bylaws, a new chair and vice chair must be elected at the end of each term. The rotation documented in Metro COG's organizational documents identifies a City of Fargo representative as being the next Chair and a City of Moorhead representative as being the next Vice Chair. This also grants the addition of those officers to signatory powers to Metro COG's financial accounts.

MOTION: Approve the election of Dave Piepkorn (Fargo) as Policy Board Chair, and Chuck Hendrickson (Moorhead) as Policy Board Vice Chair.

Mr. Lindaas moved, seconded by Ms. Mongeau

MOTION, passed

Motion carried unanimously.

1d. Approve Order and Contents of Overall Agenda, approved

Chair Piepkorn asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the January 20, 2022 Policy Board Meeting.

Mr. Olson moved, seconded by Ms. Preston

MOTION, passed

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Chair Piepkorn asked for approval of the Minutes of the December 16, 2021 Meeting.

MOTION: Approve the December 16, 2021 Policy Board Meeting Minutes.

Mr. Lindaas moved, seconded by Mr. Olson

MOTION, passed

Motion carried unanimously.

1d. Monthly Bills, approved

Chair Piepkorn asked for approval of the January 2022 Bills as listed on Attachment 1d.

MOTION: Approve the January 2022 Bills List.

Ms. Mongeau moved, seconded by Ms. Scherling

MOTION, passed

Motion carried unanimously.

2. CONSENT AGENDA

Chair Piepkorn asked for approval of Items a-c on the Consent Agenda.

- a. December 2021 Month End Report
- b. Metro COG 4th Quarter/Annual Report
- c. 2022-2025 TIP Administrative Adjustment #1

**MOTION: Approve Items a-c on the Consent Agenda.
Mr. Olson moved, seconded by Mr. Lindaas
MOTION, passed
Motion carried unanimously.**

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. 25th Street Corridor Study Consultant Selection

Mr. Maddox presented KLJ as the highest-ranked consulting firm that proposed on and interviewed for the 25th Street Corridor Study. The City of Fargo would like to identify any improvements that could be made to improve vehicular circulation, improve bicycle and pedestrian movements, enhance the context/character of the roadway, and forward the goals of Fargo's Go2030 Comprehensive Plan.

Metro COG received four proposals from SRF Consulting Group, KLJ with subconsultant TC2, Bolton Menk with subconsultant Houston Engineering, and Stantec with subconsultant Quality Counts.

The study has a project budget of \$125,000 (\$100,000 COG - 80%, \$25,000 - local match provided by City of Fargo – 20%).

MOTION: Approval of KLJ with subconsultant TC2 as the preferred firm recommended by the study's consultant selection panel to complete the study, and approval for the Executive Director to enter into contract with said consulting team for the 25th Street Corridor Study.

Mr. Lindaas moved, seconded by Mr. Olson.

**MOTION, passed (10 – 0 – 1) Mr. Gilbertson absent during the vote
Motion carried.**

3c. TH10 Corridor Study through Dilworth Consultant Selection

Mr. Maddox presented Apex Engineering as the highest-ranking consulting firm that proposed on and interviewed for the US10 Corridor Study through Dilworth. The study will analyze multimodal transportation needs along the corridor as well as context-sensitive features through the corridor.

The study has a project budget of \$160,000 (\$128,000 from federal CPG funds and \$32,000 from local funds provided by MnDOT). Metro COG received four proposals prior to the proposal deadline on Monday, January 29, 2021. Proposals were received from HDR, KLJ, Bolton & Menk, and Apex Engineering.

MOTION: Approve Apex Engineering as the preferred firm recommended by the study's consultant selection panel to complete the study, and authorize the Executive Director to enter into a contract with said consulting team for the TH 10 Corridor Study through Dilworth.

Ms. Mongeau moved, seconded by Ms. Preston

MOTION, passed
Motion carried unanimously.

3d. 2021-2022 UPWP Amendment #4

Ms. Gray presented Amendment #4 to the 2021-2022 Unified Planning Work Program (UPWP). The amendment includes the following two changes: the reallocation of 190 staff hours from other categories to the Metro-wide Housing Needs Analysis, and the purchase of a license for StreetLight software, which is used across the metropolitan area for transportation planning, traffic studies, and traffic impact studies.

The purchase of StreetLight will use the \$20,000 in freed-up CPG and local match as a result of the contract with Fargo for project management of the Housing Needs Analysis, and \$29,500 in carryover funds from unused staff budget from 2021, for a total of \$49,500. Ms. Gray explained that local match will be needed on the \$29,500 portion of the funding, because Metro COG was unable to fill the new position approved in Amendment 2 until year-end, and therefore never billed local jurisdictions for this portion of the budget, since we didn't know if the funds would be used for a purpose that would be shared by all jurisdictions. Ms. Gray showed the local match amounts for each jurisdiction.

After this amendment, there will still be \$15,500 in unused carryover CPG funds, which could potentially be programmed at a future date. Ms. Gray stated that both the Executive Committee and the TTC recommended approval of this amendment.

Chair Piepkorn asked if there is an arrangement Metro COG can make with NDDOT, similar to the usage partnership with MnDOT previously for StreetLight. Ms. Gray said that NDDOT is currently working towards this, with a potential for such an arrangement toward the end of 2022.

MOTION: Approve Amendment 4 to the 2021-2022 UPWP, including the addition of the Metro-wide Housing Needs Analysis, the adjustment to staff hours as described, and the purchase of StreetLight using \$29,500 in 2021 operational carryover funds.

Mr. Lindaas moved, seconded by Ms. Nash

MOTION, passed (10 – 0 – 1) Ms. Mongeau being absent
Motion carried.

3e. Letter of Support – Greater Northwest Passenger Rail Coalition

Mr. Altenburg presented a Letter of Support for the Greater Northwest Passenger Rail Coalition. The coalition has been seeking support from local and state governments on the development of a formal Working Group through congressional legislation, as well as other steps to restore passenger rail service. The proposed actions include the following:

1. Coordinate action by a bipartisan group in Congress representing the core of this region to work toward restoring passenger rail service to the Greater Northwest.
2. Formalize the Greater Northwest Passenger Rail Working Group by congressional legislation to be convened by the Secretary of Transportation. The group would be in charge of studying and developing service development plans for the Pioneer, North Coast Hiawatha, and other routes within the Greater Northwest region as determined by the Working Group. The goal of this group is to make the overall system more robust and resilient with enhanced national long- distance rail connectivity and greater economic and social wellbeing of rural America.
3. Allocate 25 percent of any congressionally authorized funding to restore and revitalize passenger rail service in the United States for rural long-distance routes through a combination of reinvestment in existing long-distance routes and expansion of the national rural long-distance network. The rural long-distance funding will include full funding for restoration of both the Pioneer and North Coast Hiawatha routes.
4. Pass the Interstate Rail Compacts Advancement Act, which authorizes the formation of up to ten Interstate Passenger Rail Compacts/Commissions, to carry the Working Group's studies forward to implementation.

In addition to nearly 55 Letters/Resolutions of Support from cities, counties, MPOs, and other entities across seven states, the Greater Northwest Passenger Rail Coalition recently received support from a bipartisan group of U.S. senators including Senator Hoeven and Senator Cramer to establish a Greater Northwest Working Group.

MOTION: Sign the Letter of Support for the Greater Northwest Passenger Rail Coalition for the Formal Creation of the Greater Northwest Passenger Rail Working Group

Mr. Lindaas moved, seconded by Mr. Hendrickson

MOTION, passed

Motion carried unanimously.

4. Additional Business

Mr. Farnsworth shared a survey for the Minnesota Rail Crossing Safety Action Plan. There is a link to a survey and interactive map. There is a North Dakota Rail Crossing Safety Action Plan in development as well.

5. Adjourn

The 597th Meeting of the FM Metro COG Policy Board held Thursday, January 20, 2022 was adjourned at 4:42 p.m.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD February 17, 2022, 4:00 P.M.

Respectfully Submitted,

Savanna Leach
Executive Assistant



Fargo-Moorhead Metropolitan
Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Policy Board
From: Cindy Gray, Executive Director
Date: January 14, 2022
Re: **Amendment #4, 2021-2022 Unified Planning Work Program (UPWP)**

The purpose of this agenda item is to discuss a proposed amendment to the 2021-2022 UPWP. The amendment includes the following two changes:

- The reallocation of staff hours from other categories to the Metro-wide Housing Needs Analysis and the inclusion of more details about this project in the work program, and
- The purchase of a license for StreetLight software, which is used across the metropolitan area for transportation planning, traffic studies, and traffic impact studies.

Metro-Wide Housing Needs Analysis

After several months of determining the funding participation for this study, the following funding approach has been compiled for consultant fees for the study:

December 2021 Funding Scenario - Metro Wide Housing Study		
Jurisdiction/Entity	Proposed Participation Level	Commitment
Cass County	\$5,000	Verbal commitment from Co. Engr.
Clay County	\$5,000	Approved by Board
Dilworth	\$2,000	Verbal interest from City Mgr.
Fargo	\$105,000	Approved by Commission
Horace	\$2,000	Council approved
Moorhead	\$15,000	Approved by City Management
West Fargo	\$16,000	Verbal commitment from mgmt.
Non-governmental entities	\$0	
Total	\$150,000	

In addition to the funding above, which is designated as the consultant budget, the City of Fargo has entered into contract with Metro COG to provide \$20,000 in local funds to cover Metro COG's time associated with project management and administration (Attachment 1).

The draft request for proposals (RFP) for the study was completed by Metro COG in September, 2021 and has been under review by local staff. Comments from planning representatives at several local jurisdictions are being incorporated into the RFP, and it will be added to the packet as Attachment 2 no later than Monday, January 10.

This proposed UPWP amendment regarding the addition of the Metro-Wide Housing Needs Analysis and the purchase of a StreetLight license, along with the draft RFP for the study was brought forward to the Executive Committee, which is made up of an elected representative of each jurisdiction, at their January meeting. **The Executive Committee recommended approval to the TTC and Policy Board, with the understanding that their staff would continue to refine the housing study RFP leading up to the Policy Board meeting.**

The bulk of the 190 staff hours for the amendment will be taken from hours that are already included in the 700 Category of the UPWP, which includes Agency Outreach and Local Planning Assistance. Staffing includes the Executive Director – Cindy Gray, the Community and Transportation Analysis – Adam Altenburg, GIS Coordinator / Assistant Planner – Jaron Capps, and Office Manager – Savanna Leach.

The additional \$20,000 in local funds removes \$20,000 from the CPG funded portion of the UPWP (operations), made up of a combination of staff time and overhead costs, which consists of the 80% federal/20% local funding split (i.e. \$16,000 federal, \$4,000 local). This frees up \$20,000 for the next item included in the amendment.

Purchase of StreetLight Subscription

Our UPWP was structured around the assumption that we would continue to purchase a StreetLight license for \$5,000 per year through the arrangement MnDOT had with StreetLight. However, in the fall of 2021, MnDOT renewed their contract with StreetLight, and the company raised the price of the license to \$6,000 and limited the MPOs to using the license only within the state of Minnesota. The additional \$1,000 is not an issue and can be accommodated by transferring \$1,000 within our overhead budget from "travel and training" to "licenses and subscriptions". However, we were told the company would be monitoring the use of the license to ensure it wasn't used beyond the borders of MN. This essentially means we need to work out another way to acquire StreetLight access since the vast majority of our studies require us to analyze traffic conditions metro-wide, and some of our projects in 2022 are limited to studies within the North Dakota side of the metro area.

We have coordinated with the other two MPOs in ND (Bis-Man and The Forks), and it does not seem feasible to purchase a StreetLight license cooperatively, because the company bases the price of the product on the population of an area, and the other two MPOs are unable to make a purchase of that size. NDDOT is considering a statewide StreetLight license, which would hopefully offer a similar arrangement for the MPOs as the MNDOT license, but they do not think they will successfully complete such a process until late in 2022, and this would be too late for use in the update of our travel demand model (TDM) and for the University Drive and 10th Street Corridor Study and the US Highway 10 Study through Dilworth, among other things.

StreetLight's proposal to Metro COG allows unlimited access to Metro COG staff plus five consultants plus staff members at NDSU's Advanced Traffic Analysis Center (ATAC). We expect this to meet our needs during the course of the next year. We are hopeful

that by 2023, we will be able to purchase a combination of Minnesota and North Dakota subscriptions that provide the same level of data for a reduced price.

Budgetary Impact of StreetLight Purchase

The cost proposal from StreetLight (Attachment 3) breaks down as shown in the table on the following page. The proposal is dependent upon Metro COG a) purchasing the MnDOT subscription, and b) completing the purchase prior to February 1, 2022. The proposal would allow us to make the purchase without going through an RFP process due to the price being less than \$50,000 (not counting the subscription through MnDOT, which is already budgeted and will be purchased separately).

Description of StreetLight Fees and Credits	Charges	Budgetary Impact	Proposed Action
Annual Subscription Fee	\$59,000		Use \$20,000 of freed up funds from local funding of operations and overhead for housing study; use 29,500 of 2021 operations carryover funding
Req'd 10% service fee credit bundle	\$5,900		
Subtotal	\$64,900		
Credit of fee for MnDOT Subscription (-\$6,000)	\$58,900		
16% Discount for Executing Contract before Feb. 1, 2022 (-\$9,400)	\$49,500	\$49,500	

As described in the table above, the purchase of the StreetLight subscription (i.e. license) can be made using the following funding sources:

\$20,000 From freed up CPG funds budgeted for operations and overhead as a result of project management contract for housing study. Includes \$16,000 Federal funds, \$4,000 local funds. Local match already billed as part of 2022 dues.

\$29,500 From 2021 carryover of operations funding. Includes \$23,600 in Federal funds, \$5,900 in local funds. The local match for these funds was never billed, because we didn't fill the position that was budgeted for the funds during 2021.

Therefore, the resulting budgetary impact to local jurisdictions is \$5,900 in local match which will be billed using the proportions approved for the 2022 budget:

Cass Co	Clay Co	Dilworth	Fargo	Horace	Moorhead	West Fargo
5.3%	6.1%	2%	50%	1.3%	19.3%	16.2%
\$312	\$360	\$118	\$2,950	\$76	\$1,134	\$950

Given the uniqueness of StreetLight's platform (Attachment 4) and product and the fact that we used it extensively in 2020 and 2021, this purchase allows us to continue to build on the data and use of the past couple of years.

After this purchase is made, approximately \$15,500 remains in operational carryover funds (\$12,400 Federal funds, \$3,100 local funds). Until the use of these funds is determined, we will not know which entities are responsible for the 20% local match of \$3,100.

At their regular meeting of January 13, the Transportation Technical Committee recommended approval of this proposed amendment to the 2021-2022 UPWP.

Requested Action: Approve Amendment 4 to the 2021-2022 UPWP, including the addition of the Metro-wide Housing Needs Analysis, the adjustment to staff hours as described, and the purchase of StreetLight using \$29,500 in 2021 operational carryover funds.



Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
APPROVED BY THE BOARD OF CITY COMMISSIONERS
www.FargoND.gov

12/13/21

25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *in PERWL*
DATE: DECEMBER 9, 2021
RE: METROPOLITAN AREA HOUSING NEEDS AND MARKET ANALYSIS

The Planning Department is seeking support to contract with MetroCOG to oversee a regional housing study. The scope of work includes analysis of demographic and socio-economic factors influencing the housing market and providing a projection over 10 years of estimated housing type needs. MetroCOG has developed a draft scope of work based on a survey and outreach to stakeholders. A contract with MetroCOG is attached as well as a draft scope of work for an RFP to be issued soon. In order to begin this work and gain preliminary results within the next six months, the Planning Department would like to sponsor this work by encumbering \$125,000 towards the cost of the study. The total cost of the project is estimated at \$150,000 and support from other jurisdictions and non-profit partners have pledged support with details yet to be confirmed.

Comprehensive understanding of the influencing factors of the housing market will be imperative to the upcoming Growth Plan update scheduled for 2022. This will also help guide our work with HUD funds and incentive strategies on behalf of the City of Fargo. Other agencies will also be able to have access to this data as an input to other economic and market studies conducted by our partners; such as, Home Builders Association.

The monies for the City of Fargo's shares is already budgeted in the 2021 Planning Services account.

Suggested Motion:

Authorize the Mayor to execute a local services contract with MetroCOG to conduct a regional housing needs and market assessment.



**CITY OF FARGO, NORTH DAKOTA
and the
FARGO-MOORHEAD METROPOLITAN
COUNCIL OF GOVERNMENTS (METRO COG)
PROJECT ADMINISTRATION FOR THE HOUSING NEEDS AND MARKET ANALYSIS
FOR THE CASS COUNTY, ND AND CLAY COUNTY, MN MSA
(2021#1004)**

THIS AGREEMENT is made and entered into this 22nd day of December, 2021, by and between the Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as METRO COG; and the City of Fargo, North Dakota, hereinafter referred to as the CITY OF FARGO. This agreement shall cover services related to the project management and administration for the Housing Needs and Market Analysis for the Cass County, ND and Clay County, MN MSA, hereinafter referred to as the Project.

RECITALS

WHEREAS, the CITY OF FARGO desires to contract for services in the management and administration of the Project, and

WHEREAS, the CITY OF FARGO desires to contract for consultant services for the development and completion of the Project, and

WHEREAS, METRO COG serves the local governments within the metropolitan area as a regional planning agency tasked with managing and coordinating multi-jurisdictional planning projects, and

WHEREAS, the CITY OF FARGO desires to retain the services of METRO COG in management, administration, oversight, and coordination of the Project as more fully described in Exhibit A, attached to and made part of this agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

- 1. SCOPE OF SERVICES.** METRO COG shall perform those tasks and activities identified in Exhibit A. Any work requested by the CITY OF FARGO beyond that identified in Exhibit A will require an amendment to this agreement.
- 2. TERM.** This agreement shall extend from the date of its full execution to December 31, 2022, unless terminated pursuant to the termination or suspension of agreed services or the completion of services.

3. SCHEDULE OF PERFORMANCE. METRO COG shall complete the services within the term of this agreement and in accordance with the project schedule as agreed upon through with the consultant chosen to complete the analysis. Any services for which times for performance are not specified in this agreement shall be commenced and completed by METRO COG in a prompt and timely manner based upon the circumstances and direction communicated to METRO COG. The agreement to extend the term or the schedule of performance shall not preclude recovery of damages for delay if the extension is required due to the fault of METRO COG.

4. NOT TO EXCEED COMPENSATION. The compensation to be paid to METRO COG by the CITY OF FARGO for performance of services described in Exhibit A, including payment for professional services and reimbursable expenses, shall not exceed twenty thousand dollars (\$20,000.00). The CITY OF FARGO reserves the option to amend this agreement if additional information not currently contained in Exhibit A is requested and agreed to by METRO COG.

5. INVOICES. METRO COG shall invoice the CITY OF FARGO one (1) time for reimbursement of its share of locally funded project costs once upon project initiation, which is prior to finalization and dissemination of the Request for Proposals. The invoice shall describe the services to be performed by Metro COG staff and applicable charges based upon METRO COG's billing rates as set forth in Exhibit B. The information in METRO COG's payment request shall be subject to verification by the CITY OF FARGO.

The invoice shall also include the budgeted consultant fees for the Project. The funds shall be used by Metro COG to pay monthly consultant invoices for completion of the Project. Metro COG shall provide the City of Fargo with copies of the consultant invoices and documentation of payment made to the consultant on a monthly basis.

6. STANDARD OF CARE. Services shall be performed by METRO COG or under METRO COG's supervision. METRO COG shall not assign nor transfer METRO COG's interest in this agreement without the express written consent of the CITY OF FARGO. Any work requested by the CITY OF FARGO outside of that identified in Exhibit A shall require an amendment to this agreement.

7. AMENDMENTS. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instruction signed by both parties.

8. APPLICABLE LAW. This agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All services performed under this agreement shall comply with all applicable federal, state, and local laws, regulations, and procedures.

9. INDEMNITY. To the extent allowed under North Dakota law, the CITY OF FARGO shall save and hold harmless METRO COG, its officers, agents, employees, and members, and the State of North Dakota and North Dakota Department of Transportation (NDDOT), its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the CITY OF FARGO, or its subcontractors, agents, or employees under this agreement. However, this paragraph will not apply to suits against METRO COG, the State of North Dakota, or NDDOT arising out of its negligence or intentional acts, or those of its employees, agents, or designees. Further, the indemnification set forth in this paragraph is limited to the specific dollar amounts set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

10. OWNERSHIP OF MATERIALS. All work products of METRO COG which result from this agreement are the property of METRO COG, its federal/state grantor agencies, and the CITY OF FARGO.

11. RECORDS. METRO COG shall maintain accounting and project records as per adopted procedure. Such records shall be made available to the CITY OF FARGO and the state/federal government for inspection and audit during the agreement term and for three (3) years after the expiration date of this agreement, unless any litigation, claim, or audit is started before the expiration of the three (3) years, then the records shall be retained until such action is satisfied.

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

Cynthia R Gray, Executive Director
Metro COG
One 2nd Street N, Suite 232
Fargo, ND 58102

Nicole Crutchfield, Planning Director
City of Fargo
225 4th Street N
Fargo, ND 58102

13. CONFLICT OF INTEREST. No official or employee of METRO COG, a state, or any other governmental instrumentality who is authorized in his or her official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for METRO COG, a state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his or her employment or retention by METRO COG, a state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by METRO COG, a state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of METRO COG, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

14. SUSPENSION OF SERVICES OR TERMINATION OF AGREEMENT. The right is reserved by CITY OF FARGO to suspend the performance of services in whole or in part, or to terminate the agreement with or without cause at any time upon ten (10) days prior written notice. The right is reserved by METRO COG to suspend the performance of services in whole or in part, or to terminate this agreement with or without cause at any time upon thirty (30) day written notice. Upon suspension or termination by either party, METRO COG shall immediately deliver to the CITY OF FARGO any and all copies of studies, computations, and other data prepared by METRO COG or its contractors, whether completed or not. Such materials shall become the property of the CITY OF FARGO. METRO COG shall be paid for services rendered or materials delivered to the CITY OF FARGO in accordance with the scope of work on or before the effective date of suspension or termination.

15. NON APPROPRIATIONS. This agreement is subject to the fiscal provisions of the CITY OF FARGO and METRO COG's annual budget, and the availability of federal transportation funds, as appropriate.

16. MERGER. This agreement constitutes the entire agreement between the parties. No waiver consent, modification, or change of terms of this agreement shall bind any party unless in writing and

signed by all 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 CITY OF FARGO by the signature below of its authorized representative, hereby acknowledges that the CITY OF FARGO has read this agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, this agreement has been executed this 22nd day of December, 2021.

CITY OF FARGO



Mayor, City of Fargo

WITNESS



City Auditor

FM METROPOLITAN COUNCIL
OF GOVERNMENTS



Chair, Policy Board

WITNESS



Executive Director

Exhibit A

City of Fargo, North Dakota and the Fargo-Moorhead Metropolitan Council of Governments PROJECT ADMINISTRATION FOR THE HOUSING NEEDS AND MARKET ANALYSIS FOR THE CASS COUNTY, ND AND CLAY COUNTY, MN MSA (2021#1004)

Overview. The purpose of this study is to collect data and document the housing needs of the region both in the very near-term and out to the year 2032 (ten-year forecast). In addition to data analysis, the scope of the study includes providing case study examples that demonstrate how to successfully implement the type of housing that is needed. Case study examples should be aimed at ways to meet identified needs that are not currently in use within the MSA.

The study area will include the Cass County, ND and Clay County MSA, with primary focus on the cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. In addition, consideration will be given to the of communities in the surrounding areas within Cass and Clay County, including Barnesville, Glyndon, Hawley, and Sabin, MN and Argusville, Casselton, Harwood, Kindred, and Mapleton, ND and several other smaller cities in both counties. Local leaders are interested in how the housing and demographic inputs impact the housing market as a whole, and to what extent policies and laws are affecting housing development.

Consistent with contract 2021#1004, Metro COG shall perform project administration duties for the Project. The scope of work and general project approach for the preparation of the RFP, the administration of the qualifications-based selection process, contract negotiations, coordination with project stakeholders, oversight and review of the consultant's work, and administration of the Project is set forth below.

Scope of Work. Metro COG has prepared the following scope of work for the Project. This project would be initiated in December of 2021, and would be completed on or before December 31, 2022. Project completion would constitute the acceptance of the final Project by the Fargo City Commission. Below is a description of each focus area:

1. **Project Management and Administration.** Project management and administration includes activities Metro COG shall be accountable for to fully manage the project such as staff time, technology and equipment needs, and documentation. Metro COG shall be responsible for:
 - a. Pre-project as described below.
 - i. Completing the Request for Proposals (RFP), incorporating comments from the City of Fargo and other project participants,
 - ii. Disseminating the RFP through North Dakota Department of Transportation, LinkedIn, American Planning Association, Western Planners Association, APA Minnesota, and other professional organizations where consultants specializing in housing needs and market analyses would regularly search for RFPs,
 - iii. Responding to consultant questions regarding the Project and the RFP,

- iv. Distributing proposals to the City of Fargo and other local participants,
 - v. Distribution of an evaluation matrix for the proposals,
 - vi. Scheduling interviews of consultants,
 - vii. Contract negotiations, and
 - viii. Contracting with selected consultant.
- b. Project management activities upon project initiation.
- i. Serving as the primary point of contact for the consultant team,
 - ii. Scheduling and maintaining regular progress meetings with the consultant and the City of Fargo Planning Director or another designee,
 - iii. Coordinating with local partners and ensuring the consultant is coordinating with local partners and stakeholders,
 - iv. Monitoring the scope of work and schedule to ensure the project meets expectations,
 - v. Reviewing products of the study to ensure quality,
 - vi. Reviewing project progress reports and invoices and processing payment,
 - vii. Participation in stakeholder engagement and project adoption meetings, and
 - viii. Project close-out activities.

Fees for Service. The total cost to Metro COG for the performance of work pursuant to this agreement shall not exceed a total of \$15,000 for which the City of Fargo shall be responsible. This amount shall include all project costs including labor, general and administrative overhead, travel, fixed fees, materials, supplies, and miscellaneous needs as detailed in Exhibit B.

1. **Direct Costs.** Direct costs under this agreement shall be total direct labor hours (190 hours) multiplied by staff hourly rates for a total of \$11,218.90 (labor + mileage).
2. **Indirect Costs.** Indirect costs are recouped via the Indirect Allocation Rate (IAR) and are calculated by multiplying the IAR and total direct costs. Indirect costs under this agreement shall be the current IAR (78.91 percent) multiplied by the total direct labor costs (\$11,128.00), plus estimated mileage for a total of \$20,000.00.
3. **Eligible Project Costs.** Eligible project costs include those with a direct relation to transportation. Metro COG, NDDOT and FHWA have estimated that an additional 100 hours are eligible for CPG funding and are covered within Metro COG's annual Unified Planning Work Program within the Local Planning Assistance Category.
4. **Ineligible Project Costs.** Ineligible costs include tasks which do not have strong transportation-related focus or component. Metro COG, NDDOT and FHWA have estimated that the 190 hours budgeted above and allocated to the Project are ineligible for CPG funding. These hours shall be 100 percent locally funded by the City of Fargo.
5. **Invoices.** Metro COG shall invoice the City of Fargo one time for reimbursement of its share of locally funded project costs concurrent with approval of this contract.

Timeline. The timeline for this project shall be as mutually agreed upon by Metro COG, the City of Fargo and the selected consultant.

Final Deliverables. Upon project completion, all electronic files of the Project (Microsoft Word, Adobe InDesign, Adobe PDF, and ArcGIS ArcMap) shall be handed over to the City of Fargo on a USB flash drive or other satisfactory means of digital delivery.

Exhibit B

Fee Schedule and Staff Hours

Exhibit B - Estimate of Project Management and Administration Costs

Staff	Roles/Responsibility	Hours	Billable Rate	Cost
Executive Director	Project Management	60	92.50	\$5,550.00
Community & Transportation Planner	Stakeholder Engagement	60	46.60	\$2,796.00
GIS Coordinator / Asst Transportation Planner	GIS Data assistance to consultant	40	43.00	\$1,720.00
Office Manager	Administrative Assistance	30	35.40	\$1,062.00
	Total Hours	190		
Direct Costs (Labor)				\$11,128.00
Supplies (mileage)				\$90.90
Indirect Costs (Overhead - Audited overhead rate = 78.91% of Direct Costs)				\$8,781.10
Total Budget - Direct/Indirect Costs				\$20,000.00

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2022-1004

DRAFT
Housing Needs and Market Analysis
for the Cass County, ND and Clay County, MN MSA

January 2022

APPROVED:

Cindy Gray
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified consultants for the following project:

Housing Needs and Market Analysis for the Cass County, ND and Clay County, MN MSA

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the proposal.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$150,000.**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrocog@fmmetrocog.org. The RFP will also be posted at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Monday, February 21, 2022** at Metro COG's office will be given equal consideration. Proposals received after 4:30 pm (Central Time) on February 21, 2022 will not be considered. Respondents must submit a PDF of the proposal, and **one (1) sealed hard copy of the cost proposal (see Exhibit A).**

The digital version (PDF) of the proposal may be emailed. The consultant must verify that the email was received with the PDF attachment prior to 4:30 pm on the due date. Sealed cost proposals shall be shipped to ensure timely delivery to the contact identified below:

Cindy Gray, Executive Director
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102
gray@fmmetrocog.org
701-532-5103

Fax versions will not be accepted as substitutes for the proposals or the sealed cost proposal. Once submitted, the proposals will become property of Metro COG.

Questions must be directed to Cindy Gray (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrocog.org.

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Exhibit A – Cost Proposal Form

Exhibit B – Federal Clauses

Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota Metropolitan Area. Member jurisdictions include the North Dakota cities of Fargo, Horace and West Fargo and the Minnesota cities of Dilworth and Moorhead, as well as Cass County, ND and Clay County, MN.

II BACKGROUND INFORMATION

The Greater Fargo-Moorhead metropolitan statistical area (MSA) population has grown nearly 18 percent since 2010, from approximately 209,000 to over 246,000. The 2020 MSA population exceeded the 2020 projections that were made in 2010 by approximately 5,000. The 2035 population projection developed in the Fargo-Moorhead 2016 Demographic Forecast ranges from 309,000 to 317,000. The 2045 projection is 330,000 to 342,000. These projected growth levels, combined with the initiation of the FM Diversion, the recent groundbreaking on the Career Workforce Academy, and the continued growth of the metropolitan area as a medical, agricultural, educational, technical, cultural, and transportation hub of the region have resulted in concerns about the housing market and the extent to which the region is currently meeting the needs of its current and future workforce, as well as the needs of other sectors of the population, and the changes that may need to be implemented in the future to meet the housing needs of this growing metropolitan area.

In 2015, a study entitled the Regional Workforce Study – Greater Fargo/Moorhead Region was completed. One of the recommendations of the study was to “increase access to and the supply of affordable housing”. The study found that access to affordable housing for low-income workers is low in the region. Opportunities for first-time home buyers seem to have become even more limited in the years since the study was done, making workforce attraction and retention a concern.

Recently, the Greater Fargo Moorhead Economic Development Corporation (GFMEDC) and the Fargo Moorhead West Fargo Chamber of Commerce collaborated to hold a retreat of leaders throughout the metropolitan area. A dominant area of concern identified by this group was housing, as it relates to workforce retention, attraction, and sustainability. The EDC and the Chamber have collaborated with local businesses and governments to form Fueling our Future (<https://fuelingourfuture.net/>), which is described as “A consensus regional agenda, bringing together resources to focus on large-scale solutions that create lasting regional impact, led by business and community leaders.”.

City planning departments have been asked to respond to the housing situation as part of their work with developers and agencies on housing subdivisions and programs;

however, they are currently experiencing a severe lack of up-to-date data to inform and guide policy-makers, housing agencies, developers, and non-profits involved in housing. Concerns vary between jurisdictions, with some communities having higher than average rental rates, and others wanting more rental housing opportunities. City leaders struggle to balance concerns about small single-family residential lots with constant demands for more affordable owner-occupied housing opportunities. Past studies have looked at metropolitan area cities individually, and at different degrees of depth, providing an “apples to oranges” comparison of data throughout the region.

Older areas of the community, some of which have by default become the more affordable areas, are considered by many to be more desirable because of their character and mature trees, as compared to newer areas. Regardless, maintenance and condition are concerns in some cases, and in other cases, these houses have been purchased as investments and are being used as rental property, particularly in close proximity to area universities and colleges. In the past, City leaders have implemented programs to rehabilitate older homes to restore their status as single-family dwellings versus apartment units. Some programs to maintain older homes, reduce their use as multiple family dwellings, and ensure their sustainability are intact, while others have come to an end, and data is needed to determine where and how to target housing programs in older neighborhoods.

There are several anecdotal observations and experiences; such as:

- First-time home buyers are in competition with empty nesters for homes in the same price range
- Elderly people in the metro area have experienced rent increases in subsidized housing units, resulting in on-going affordability concerns.
- Housing options for service workers or attainable housing for families is scarce.
- A variety of housing choices for an array of price points is not available so households are choosing housing that is not preferred.
- There are not enough housing options for in-migration populations to allow the metro area to be a community of choice in comparison to peer cities, and not enough choices to satisfy prospective members of a workforce needed to support a well-rounded economy.
- Seniors or empty nesters do not have age-appropriate attractive housing choices at attainable price points to allow for downsizing.
- Demand (i.e. desire) for housing, particularly owner occupied, frequently does not match the vision or expectation of prospective home owners.

Both the public and leaders within the community wish to avoid meeting short-term needs in a manner that becomes undesirable, unsustainable, and blighted in the future.

Differences exist between Minnesota and North Dakota relative to the development of some types of housing, and study partners are interested in identifying differences that are barriers, and in continuing to work on removing barriers that are already known to them. The same is true for zoning regulations within the region. The City of Moorhead, for

example, has worked hard to find ways to compensate for differences in taxation between Minnesota and North Dakota, and wants to ensure these differences acknowledged and considered within the study. This will ensure that the study identifies opportunities and barriers for all study partners, and helps individual communities identify community-specific strategies.

III Project Purpose

The purpose of this study is to collect data and document the housing needs and demands of the region in conjunction with a market analysis for both the very near-term and out to the year 2032 (ten-year forecast). In addition to data analysis, the scope of the study includes providing case study examples that demonstrate how to successfully implement the type of housing that is needed and desired. Case study examples should be those that are not currently in use within the MSA, aimed at ways to meet identified needs. Local leaders, planning departments, and community development officials are concerned that steps taken to meet today's needs and demands contribute to the long-term sustainability and quality of our housing market, rather than becoming blighted and unsustainable at some point in the future.

The study area will include the Cass County, ND and Clay County, MN MSA, with primary focus on the cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. In addition, consideration will be given to communities in the surrounding areas within Cass and Clay County, including Barnesville, Glyndon, Hawley, and Sabin, MN and Argusville, Casselton, Harwood, Kindred, and Mapleton, ND and several other smaller cities in both counties which are currently showing evidence of attracting new housing. Local leaders are interested in how the housing and demographic inputs impact the housing market as a whole, and to what extent policies and laws are affecting housing development.

If feasible, a housing data collection and metric system will also be created to track housing trends in our future.

IV SCOPE OF WORK AND PERFORMANCE TASKS

Below are tasks the Consultant is expected to complete as part of this project:

Task 1 – Project Management and Coordination

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as be responsible for all documentation and equipment needs. The Consultant will identify a project manager from their team to act as the direct point of contact for Metro COG's project manager.

The Consultant should expect monthly (or, at times, bi-weekly) progress meetings with Metro COG to discuss the status of the project, seek any guidance, clarification, or information, and discuss any issues or concerns regarding the project. The Consultant should expect additional meetings with Metro COG on an as-needed basis. It's

anticipated that these meetings will usually be virtual web-based meetings.

Additionally, the Consultant should expect to prepare monthly progress reports, submit adequate documentation of any and all travel and expense receipts, and prepare and submit invoices on a monthly basis. When submitting progress reports, the Consultant and subconsultant(s), if applicable, will be required to outline the following:

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

All invoices, travel and expense receipts, and progress reports, are due to Metro COG's project manager no later than the 2nd Thursday of each month to ensure invoices are processed in a timely fashion.

Task 2 – Data Collection

Data necessary to conduct the analysis shall be collected and documented as part of the study. These data components will be used to establish existing conditions, and will be critical to the identification of issues and both short term and longer-term needs.

Consultants should identify the data necessary to a) conduct the needs analysis, and b) respond to the questions and concerns as described in Task 4, as part of their proposal.

Data collected should include information about the existing housing program and incentives within the metropolitan area, and their level of effectiveness.

If feasible, data collection should be able to be geo-coded and illustrated in maps to further illustrate where growth and change is occurring. Ideally, common census units should be used to understand factors graphically with maps.

At the conclusion of this study, data collections and assemblies should be shareable with the client for future use in GIS or other data management software as coordinated with the Client.

Task 3 – Public and Stakeholder Input

The Consultant will propose an approach to stakeholder engagement, which shall ultimately be placed in a public outreach and communication plan, to be reviewed and approved by the Study Review Committee (SRC). The consultant should propose how the team would handle both virtual and in-person meetings, and virtual opportunities should be available even after in-person meetings are deemed more acceptable from a public health standpoint.

SRC membership is expected to include representation from the Cities of Fargo, West Fargo, Horace, Moorhead, Dilworth, the Home Builders Association of Fargo-Moorhead, and Metro COG.

Focus groups related to the housing, development, mortgage/finance, and real estate industries should be recommended by the consultant team with input from local SRC members. The study participants are also interested in the experiences of recent home buyers and those currently searching for a home to buy.

The consultant should explain the extent to which input from the general public is also important to this project, and consultants need to present an approach to gathering input from the public. The consultant should include in their scope of work a plan to gather input and experiences from recent home buyers or prospective home buyers (currently searching) representing different price points within the metropolitan market.

The consultant should also include in their scope of work a plan to seek input and experiences from households on the lowest spectrum of the market, such as those who are fully dependent upon social security, or those for whom housing costs exceed thresholds considered ideal from an affordability perspective. Seniors living in subsidized housing, where rent increases have affected affordability, are also a group of interest.

Metro COG maintains an up-to-date list of local media outlets that can be used for press releases regarding public input opportunities. Public notices and social media boosts shall be paid for out of the project budget. If direct mailings are needed to large numbers of recipients, Metro COG will work with the consultant and local partners to determine the best approach to paying for printing and postage.

Website options for the project could consist of either a project website, or content provided for a housing study page within Metro COG's website. Proposals should explain your team's recommended approach.

Task 4 – Metro-Wide Analysis of Existing Conditions

Based on the data collected as part of Task 2 and the input collected as part of Task 3, the consultant shall conduct an analysis of the existing conditions and those of the recent past by analyzing the data with respect to the housing supply and demand of the metropolitan area.

In addition to documenting the housing needs of our metropolitan area, our study partners are interested in documenting how many housing units, by type and price point, are gained or lost due to the following on a yearly basis:

- New construction,
- Restored from damage (rehabilitated),
- Converted from nonresidential (i.e. existing building reconfigured to housing),

- Conversion of owner-occupied to rental or vice versa
- Conversion of single-family housing to multiple family, or vice versa
- Lost to demolition/disaster,
- Damaged or condemned,
- Existing residential building converted to nonresidential, and
- Other actions that have resulted in significant changes to the overall housing supply

Questions that need to be answered by the analysis include:

- Are there unmet housing needs in the metro area? If so, what are those needs and what are the characteristics of the population groups experiencing those needs?
- How much housing does our metro area need, both in the short term, and throughout the remainder of the decade, and what are the characteristics of the housing units that are needed? Based on population trends, how is that need likely to evolve?
- What is the demand for housing at various price points? What are the primary drivers of demand and how much is driven locally vs. from in-migration from other markets? Does this differ across housing type or price point?
- What housing types are needed to fulfill the gaps in our housing supply?
- With respect to all of the above, what geographic areas, product types or price segments have the greatest imbalance between supply and demand?
- Are there significant numbers of households that are "over housed", and is that due to a lack of other housing choices that meet their needs? What is the relationship between this and other segments of the population that is seeking housing alternatives?
- Are segments of the population with different demographics and different financial situations competing for the same types of homes (e.g. first-time home buyers and empty nesters who are scaling down)? If so, what are these groups, and how do their needs compare?
- What other data is needed for our metro jurisdictions to successfully apply for housing-related grant applications, and can that be provided with this study?
- How does the local housing market compare to peer markets? Are there relative strengths and/or weaknesses?

The study must also provide:

- An analysis of the balance between rental and owner-occupied housing stock, housing type, and related housing information by jurisdiction and, to the extent feasible, census geographies within the jurisdictions.
- Availability of housing stock for first time home buyers
 - Types and features of housing and neighborhoods desired by first time home buyers
- Availability of housing stock for empty nesters and seniors
 - Types and features of housing and neighborhoods desired by empty nesters and seniors
- Condition of existing housing stock within various price ranges
- Perceived or real issues that impact the desirability of existing housing stock at various price points
- Along with a summary of the housing programs and incentives that exist in the community, how effective are these programs at meeting the needs of different segments of the population?
- A summary of housing needs and issues identified in recently completed plans (e.g. Comprehensive Plans of the metro area cities and counties, and Fargo's Core Neighborhoods Plan)
- A summary of housing trends in the country that may arrive in the region or that policy makers should be aware of

In addition to the above, there are areas of concern that local study partners would like to pursue as part of the data collection and stakeholder engagement tasks. They are described below:

- Which community markets have the greatest shortfall in new housing development relative to demand, and the reasons for those disparities (e.g. market factors, regulatory constraints, neighborhood context, etc.)?
- Which inputs to housing construction – land, materials, labor or capital – contribute most to tight inventory and house and rent pricing in this metro area and/or in surrounding communities within our metropolitan planning area (Cass County ND communities of Kindred, Mapleton, Casselton, Harwood, and Argusville; Clay County, MN communities of Sabin, Glyndon, Barnesville and Hawley)?

The findings of Task 4 shall be provided in a document that uses graphics, maps, and text to explain the findings of the analysis. Infographics are preferred as a way to illustrate and summarize key findings, but more detailed data and written material is also important for users who need to delve into the details of the data used to complete the analysis.

Task 5 – Strategy for Meeting Short Term Needs

At this time, several developments and projects have been initiated that have the potential to change the housing demand in the metropolitan area. A few examples of the economic activity within the area include:

- **Amazon** – Amazon is developing a 1,000,000 square foot fulfillment center in Fargo and is in the process of filling 500 full-time jobs. Two large industrial subdivisions and another large warehouse distribution center have been proposed for development in the months during which Amazon's site has been under construction.
- **ND State College of Science Career Innovation Center** – NDSCS is in the process of building this career academy in Fargo. When completed, the academy is expected to create over 100 jobs and help fulfill jobs needed within the region.
- **FM Diversion** – construction on the FM Diversion has already begun, but the workforce needed to complete the project within the anticipated seven-year time frame is expected to require hundreds of employees (approximately 800 at any given time), resulting in spin-off effects to the economy both locally and regionally. [Home - Metro Flood Diversion Authority \(fmdiversion.gov\)](http://fmdiversion.gov)

These are just a small sampling of some of the significant projects that have the potential to change the demand for housing in the metropolitan area within the very short term. Leaders within the metro community need to gain an understanding of what this growth in employment will translate to in terms of housing needs. How do our communities address these needs, demands, and expectations and still meet the on-going needs of other elements of the workforce?

Task 6 – Strategy Beyond the Short Term

As part of this task, the metro area is interested in answering the following questions:

1. Looking beyond the next two to three years, approximately how many homes will be needed, and at what price points?
2. To meet the projected needs, what can individual jurisdictions within this metro area do to change their policies or regulations to better meet the needs of the workforce at all levels? This may include addressing housing options for households who are not currently in the workforce due to retirement or other reasons. What best practices are being used by other communities?

3. What scenarios need to take place for the metro area to successfully meet the needs of the community as a whole to ensure long term sustainability, rather than short term workforce needs?
4. Based on stakeholder and public input, what neighborhood and housing features should be emphasized in the housing supply?

Along with answering the questions posed above, the analysis should provide case studies where cities or other entities have successfully completed projects or created an environment that utilizes best practices that help fulfill the need and demand for workforce housing or other types of housing that indirectly help meet the needs for workforce housing. The case studies should also demonstrate how housing needs were met while also balancing competing community goals, such as good urban design. The case studies should describe the project, the needs that were met, and the strategy used in making the development or redevelopment possible.

Task 7 – Development of Draft and Final Report

Proposals should discuss the consultant team's approach to the development of the draft and final report. To a large degree, the SRC is most interested in receiving data in a format that can be broken down into a fine-grained level that will help them understand the housing situation in small areas within their community, with the understanding that the final report will consist of a document that is less granular, and presents information and recommendations in a format that can be understood and digested by the public and policy-makers.

Detailed data collection and analyses should be presented in appendices. Spreadsheets and other data products shall be provided throughout the process for review and use by SRC members.

Along with the draft and final report, the scope of work shall include Executive Summaries for each of the participating jurisdictions of Cass County, Clay County, and the Cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. The Executive Summaries shall highlight the most significant characteristics of each jurisdiction and how they compare to the MSA as a whole.

Task 8 – Adoption Process

After presenting the findings of the analysis and the final draft of the study to the SRC, the consultant is expected to assist Metro COG staff and local planning staff by providing presentation materials and tools that can be used to inform local Planning Commissions and other boards and committees about the findings of the study. In addition, consultants are requested to include the following in their scope of work:

- a. Presentation to the Study Review Committee and Metro COG Policy Board.
- b. Presentation at a minimum of one local event, such as Eggs and Issues (sponsored

by the Fargo Moorhead West Fargo Chamber of Commerce) or an event of the Home Builders Association of Fargo Moorhead.

- c. Joint presentations to local Planning Commissions and elected officials regarding study findings as needed (minimum 4).

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	1/21/2022
Due Date for Proposal Submittals (by 4:30pm)	2/21/2022
Review Proposals/Identify Finalists	2/22/2022 – 2/28/2022
Interview Finalists	between 3/7/2022 and 3/11/2022
Consultant Notice	3/14/2022
Contract Negotiations	3/18/2022
Signed Contract	Immediately after contract negotiations
Notice to Proceed	Immediately after signed contract

2) Project Development

Project completion is desired within six months to one year after entering into contract. Proposals must include a schedule which shows completion timeframes for project milestones and for the final product.

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of Metro COG staff as well as staff from local jurisdictions.

The Consultant selection process will be administered under the following criteria:

- 20% - Understanding of project objectives
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects and familiarity with the regional issues
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet timeline

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtual presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a

question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Consultant. The Client reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of the Client.

VII PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

The Client is asking the Consultant to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- 1) Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;

- b) A timeline for completion of the requested services, identifying milestones for development of the project and completion of individual tasks.
- c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
- d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
- e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section IX. General Proposal Requirements.
- f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- g) List of client references for similar projects described within the RFP.
- h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- j) The nature of the counting equipment proposed and details of the reliability and proven capability of the equipment to gather accurate, reliable data.

4) Signature. Proposals shall be signed in ink by an authorized member of the firm/project team.

5) Attachments. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A - Cost Proposal Form (as identified in VIII 1)

Exhibit B – Federal Clauses

VIII Submittal Information

PDFs of technical proposals should be emailed to gray@fmmetrocog.org and a hard copy of the cost proposal in a sealed envelope should be shipped to ensure timely delivery to the contact as defined below:

Cindy Gray, AICP
Executive Director
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
gray@fmmetrocog.org

Proposals shall be received by **4:30 pm (Central Time) on Monday, February 21, 2022** at the Metro COG office. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**
- 3) Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses.
- 4) Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project.

If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves

the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.

- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XI PAYMENTS

The selected Consultant will submit invoices for work completed to the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

XII FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

XIII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a Subconsultant or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIV TERMINATION PROVISIONS

The Client reserves the right to cancel any contract for cause upon written notice to the Consultant. Cause for cancellation will be documented failure(s) of the Consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Consultant without additional harm to the participants or the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XV LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of the Client and its state and federal planning partners and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI CONFLICT OF INTEREST

No Consultant, Subconsultant, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Client or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII INSURANCE

The Consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XVIII RISK MANAGEMENT

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

The Consultant 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 coverage:

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

The Consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the Client prior to commencement of this agreement.

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract 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.

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subconsultants performing work under the Agreement are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Client or State. Any insurance, self-insurance or self-retention maintained by the Client or the State shall be excess of the Consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in a 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 Client and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				Subtotal	=	0.00	0.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					0.00	0.00
3.	Subconsultant Costs					0.00	0.00
4.	Materials and Supplies Costs					0.00	0.00
5.	Travel Costs					0.00	0.00
6.	Fixed Fee					0.00	0.00
7.	Miscellaneous Costs					0.00	0.00
Total Cost					=	0.00	0.00

Exhibit B

Federal Clauses

Federal Clauses

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



StreetLight InSight®
Regional Subscription Proposal
Fargo-Moorhead Metropolitan
Council of Governments

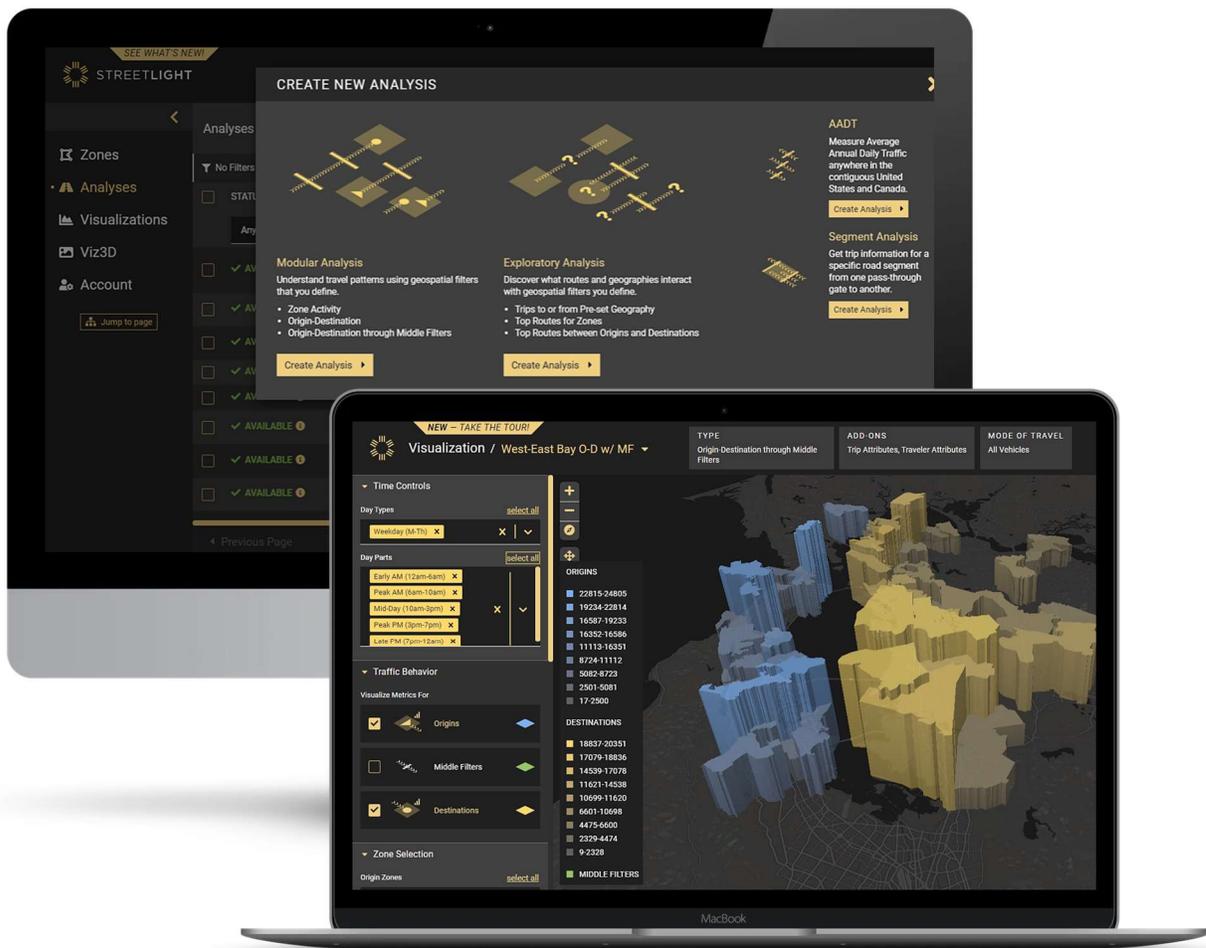
Proposed by
Matt Barkley
matt.barkley@streetlightdata.com
512-569-0627

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StreetLight Data, Inc.

StreetLight Data, Inc. (“StreetLight”) is the first company that makes it easy, affordable, and efficient to collect real-world transportation data. We bring mobility patterns to light for planners, modelers, and engineers by giving them on-demand access to industry-leading Big Data resources and processing software. Our **interactive** online platform, StreetLight InSight[®], is the only web application that lets you turn anonymous location data from millions of mobile devices into on-demand customized, actionable analytics. **We make it easy to put Big Data to work for infrastructure and policy planning.**



About StreetLight InSight®

StreetLight InSight® users can access customized analytics like Origin-Destination, select link, turning movement counts, travel time, speed percentiles, routing, and more in just a few mouse clicks – without downloading any software.

This is what sets StreetLight InSight® apart:

- **Industry-Leading Big Data Sources:**
 - Access to multiple types of real-world, empirical geospatial data created by mobile devices. We add new, up-to-date location data sets to our repositories monthly.
 - Large sample of comprehensive, representative data sets that covers over 110 million devices in the U.S. and Canada.
 - Data is scalable and appropriate for micro, meso, and macro studies, thanks to its high spatial precision.
- **On-Demand Processing Software:**
 - Easy-to-use software platform allows you to independently run your own analytics on demand with specific, customized parameters (i.e., type of day, time of day, commercial or personal vehicle trips, etc.).
 - Quick and efficient processing times mean that most analytics are ready in minutes and more complex studies available in hours, enabling your staff to focus more time on planning and problem-solving than on data-crunching.
 - Software-as-a-service subscription model allows your organization to run an unlimited number of analyses within your geography without incremental costs, making it affordable to collect data regularly and to study behavior changes over time.
- **Actionable Analytics:**
 - Analytics are purpose-built for transportation planning and engineering projects and designed to facilitate project performance measurement.
 - Analytics are downloadable as .CSV files, so it is easy to use them with other modeling and analysis tools and combine them with existing data resources.

StreetLight InSight® uses StreetLight's proprietary analytic processing engine, Route Science®, to derive the analytics you need from Big Data. Route Science® algorithmically integrates trillions of spatial data points from millions of devices—cell phones, connected cars, fleet management systems, smartphone applications, and more—into trips and activities. It also incorporates dozens of additional spatial and statistical data sets, such as Census and land use information, which enhances these StreetLight InSight® Metrics' **contextual richness**.

- Key processing steps include:
 - **Anonymization:** All data is anonymous. All Metrics describe groups, never individuals, to protect privacy.
 - **Data Cleansing:** False signals from inbound data are removed.

- **Patternization:** Data is organized into trips and series of activities, including the identification of trip origins and destinations, and the route taken along the road network.
- **Contextualization:** By using information like speed limits, road network presence, and census data, additional richness is added to Metrics.
- **Metric Creation:** You can specify queries (e.g., key zones, time parameters, and more), and StreetLight InSight® quickly delivers Metrics as CSVs and visualizations as described below.

Currently, hundreds of transportation planners from public agencies, transportation consulting firms, and private companies regularly use StreetLight InSight® to create analytics that support key projects. In addition, several state transportation agencies and MPOs, including VDOT, ODOT, MnDOT, TXDOT, MassDOT, MaineDOT, LADOT, and NYCDOT, have software-as-a-service Regional Subscriptions that allow them to run an unlimited number of analyses on as many zones and roads as they like within their geography.

Regional Subscription

This proposal details an annual Regional Subscription for Fargo-Moorhead Metropolitan Council of Governments to StreetLight InSight®. The Regional Subscription allows you to run an unlimited number of StreetLight InSight® analyses during the year within the limited geographic region around the Fargo-Moorhead Metropolitan Council of Governments Metropolitan Planning Area (MPA) contained entirely within the State of North Dakota. Use will be subject to a standard StreetLight End User License Agreement.

Subscription Fee

Regional Subscription Fees are dependent upon the Tier of Subscription and on the number of residents in the applicable geographic region served by the agency. For this proposal, Fargo-Moorhead Metropolitan Council of Government’s North Dakota population is assumed to be < 250,000.

Annual Subscription Fee
Advanced Analytics Tier Single Domain Only Access for Agency Users + 5 Consultants + North Dakota State University
Annual Subscription Fee: \$59,000 +\$5,900 (10% minimum service credit bundle) = \$64,900 - \$6,000 (fee for accessing Minnesota Department of Transportation subscription) = \$58,900 - \$9,400 (16% discount for executing the contract before February 1, 2022) = \$49,500

Customer is responsible for all applicable taxes. Bundled Service credits can be purchased and used as needed throughout the course of your Term. View more details about the service credits below.

This quote is valid until January 31, 2022.

StreetLight Service Credits

StreetLight Service Credits provide a solution to complete a study when you have limited resources and time to conduct the analysis using StreetLight InSight® yourself. Our team of StreetLight InSight® experts will conduct the analysis for your project and deliver a report of the findings. These credits enable you to use StreetLight resources to:

- Prepare and create analyses and zone sets (including uploading standard geographic zone sets, defining line segments, and adding calibration zones based on your set of calibration data).
- Run any standard StreetLight InSight® analysis types, including the use of the Calibration feature.

For all studies and tasks described below, you will work within a structured and time-bound format to define your required projects and zones, including: 1) Discovery Call (up to 1 hour), and 2) Project Plan Delivery and Review with up to two iterations to final plan. Output formats for reports may include a spreadsheet and/or PowerPoint file.

These are examples of potential studies and tasks:

Project/Task Description
1. Corridor Study
2. Detour Planning
3. Congestion Causes
4. Infrastructure Investment for Bike/Ped
5. Infrastructure Investment for EV Charging
6. Internal/Internal/External/External Study
7. Internal/External Cut Through

8. Turning Movement Counts
9. VMT Analysis

Service Credit Delivery

All Metrics are available as .shp files, CSV files, and visualizations. All Metrics outputs are available as an estimated number of vehicle trips for your analysis, known as *StreetLight volume*. This is comparable to real-world count data and is based off of an algorithm trained with real-world data and seasonal factors.

Custom Projects

For solutions that require analysis with customized parameters not available in our StreetLight InSight® platform, our team is able to provide a customized analysis that allows you to use customized analytics to understand travel behavior in your community. An example of this solution is Custom Tours that enable you to see trips that are linked together to gain an understanding of longer trips. For these projects, StreetLight will: 1) Conduct a Discovery Call to understand the question you are trying to answer, and 2) Develop a Statement of Work that provides an estimated delivery timeline and number of Service Credits. StreetLight will deliver the analysis to your specifications in a CSV format, along with a PowerPoint presentation explaining the results.

Authorized Users

Up to 10 staff members who work on transportation and attend a basic training session will be allowed access to the web application. In addition, included in any Tier of Subscription is the option to specify up to 5 named consultants to be additional authorized users of the web application for particular projects.

Geographic Limit

Fargo-Moorhead Metropolitan Council of Governments will be limited to running analyses for trips that start, end, or pass through the Fargo-Moorhead Metropolitan Council of Governments MPA in North Dakota.

Support

STREETLIGHT INSIGHT® ACCOUNT DASHBOARD

Fargo-Moorhead Metropolitan Council of Governments managers and leadership will be granted access to an online account dashboard in order to monitor usage of the subscription by authorized users. Information about number of analyses run, location in the region, and cost savings as compared to pulling data “ad hoc” for every analysis.

CUSTOMER SUCCESS

The StreetLight Customer Success Team manages the relationship with StreetLight and the customer’s organizations to introduce, transition and integrate Big Data analytics into their organization and projects. The Customer Success Team works with the customer’s organizational leadership to define the best use cases, success criteria and areas of focus for the customers’ organization to begin integrating the StreetLight InSight® platform into their work.

The Customer Success Executive will engage with users to ensure they have the necessary materials in-hand to adapt the Metrics into their work. The organization will have a dedicated Customer Success Executive who works to empower customers to fully leverage the StreetLight InSight® platform. Team members are proficient in the transportation industry and work one-on-one with users, as well as organizational leadership, to ensure a worthwhile return on investment.

Working with StreetLight’s Customer Support team, the Customer Success Executive coordinates and facilitates the onboarding of users to the StreetLight InSight® platform.

Typical Customer Success activities include:

- Dedicated subject matter expertise
- Quarterly subscription review meetings with agency leadership
- Product training sessions, both in-person and via webinar
- Facilitation of at least one agency-specific user group
- One-on-one user and team meetings
- Regular communication on product updates
- Feedback sessions with users on desired product enhancements

At the start of the subscription, the Customer Success Executive will outline a customer journey plan to ensure adoption of the platform for Fargo-Moorhead Metropolitan Council of Governments users and a plan to communicate the success of the Metrics to the organization’s stakeholders.

SUPPORT RESOURCES

StreetLight maintains a comprehensive online Support Center with FAQs, step by step tutorials, and a Community Forum. The Community Forum enables StreetLight InSight® users across North American agencies and engineering firms to share tips and tricks and discuss how best to

use Big Data analytics for a variety of transportation applications. StreetLight's North America-based Support Team is also available to answer questions users have on a day-to-day basis. The Support Team can be contacted via a dedicated email address, and team members are available during normal business hours across all time zones in Continental North America.

STREETLIGHT TRAINING PORTAL

Our StreetLight Training portal, with handcrafted content developed by our experts, offers self-paced eLearning courses and live training sessions to help users get the most out of the StreetLight InSight® platform. This includes:

- **Guided eLearning courses:** Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it's helpful, and how to use it.
- **Interactive live trainings:** Live, in-depth group training sessions that tackle everything from the fundamentals to tips and tricks, and more advanced topics. These sessions are interactive and include a live Q&A session with the StreetLight team.

STREETLIGHT USER SUMMITS

StreetLight holds User Summits in cities rotating throughout North America each year. These events provide opportunities for users from across different public agencies and engineering firms to present use cases and share examples about lessons learned from use of the StreetLight InSight® software. Training sessions, product roadmap “sneak peeks,” and feedback sessions also occur. Included in Fargo-Moorhead Metropolitan Council of Governments’s subscription are 2 complimentary tickets for users to attend each summit.

StreetLight InSight® Metrics and Subscription Tier

StreetLight provides subscription-based access to the Metrics described below (detailed descriptions of each of the Metrics are found in the Appendix):

	ESSENTIALS	ADVANCED ANALYTICS	MULTIMODE
<i>Analyses included:</i>			
Core Transportation Behavior Origin-Destination, Zone Activity, Trip Attributes (Speed, Travel Time, Length and Circuity), Average Annual Daily Traffic (AADT)	✓	✓	✓
Turning Movement Counts Intersection counts for 3-4 leg intersections, Peak Hour Factor 	✓	✓	✓
Traffic Analysis Select Link, Traveler Attributes (Demographics, Trip Purpose), O-D with Pre-set Geography	✓	✓	✓
Analysis Time Period Settings Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts	✓	✓	✓
Operations & Congestion Management Segment Analysis (Segment trip speed, speed percentiles including 85 th percentile, travel time, length and circuity), Top Routes	×	✓	✓
Granularity for Special Events Custom Specific Dates	×	✓	✓
Commercial Vehicle Metrics Freight metrics for medium and heavy duty trucks	×	✓	✓
Active Transportation Metrics Bicycle and Pedestrian Metrics	×	×	✓
Transit Metrics Bus and Rail Metrics	×	×	✓

	ADVANCED ANALYTICS
<i>Analyses included:</i>	
Core Transportation Behavior Origin-Destination, Zone Activity, Trip Attributes (Speed, Travel Time, Length and Circuity), Average Annual Daily Traffic (AADT)	✓
Turning Movement Counts Intersection counts for 3-4 leg intersections, Peak Hour Factor 	✓
Traffic Analysis Select Link, Traveler Attributes (Demographics, Trip Purpose), O-D with Pre-set Geography	✓
Analysis Time Period Settings Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts	✓
Operations & Congestion Management Segment Analysis (Segment trip speed, speed percentiles including 85 th percentile, travel time, length and circuity), Top Routes	✓
Granularity for Special Events Custom Specific Dates	✓
Commercial Vehicle Metrics Freight metrics for medium and heavy duty trucks	✓
Active Transportation Metrics Bicycle and Pedestrian Metrics	×
Transit Metrics Bus and Rail Metrics	×

All Metrics are available as .shp files CSV files, and visualizations. All Metrics are available as normalized StreetLight Index values and estimated vehicle counts. Estimated vehicle counts can be automatically scaled from Index values in StreetLight InSight® with StreetLight AADT or when users upload their local ADT, AADT, or similar data using the StreetLight InSight® Calibration feature.

Using StreetLight InSight®

Step 1: Create or Select Zones

Users can define “zones” in StreetLight InSight® in three ways: by uploading a standard shapefile, by drawing zones in our interactive “Create New Zone Set” module (see Figure 1 below), or selecting standard area zones directly from our zone library (see Figure 2 below). Drawn or uploaded zones can be standard geographies (e.g. ZIP Codes or census geographies) or unique, customized shapes. The following zones types are available for selection in the zone library: OSM line segments, Zip Codes, Census Tracts, Census Block Groups, Rail zones, and Traffic Analysis Zones.

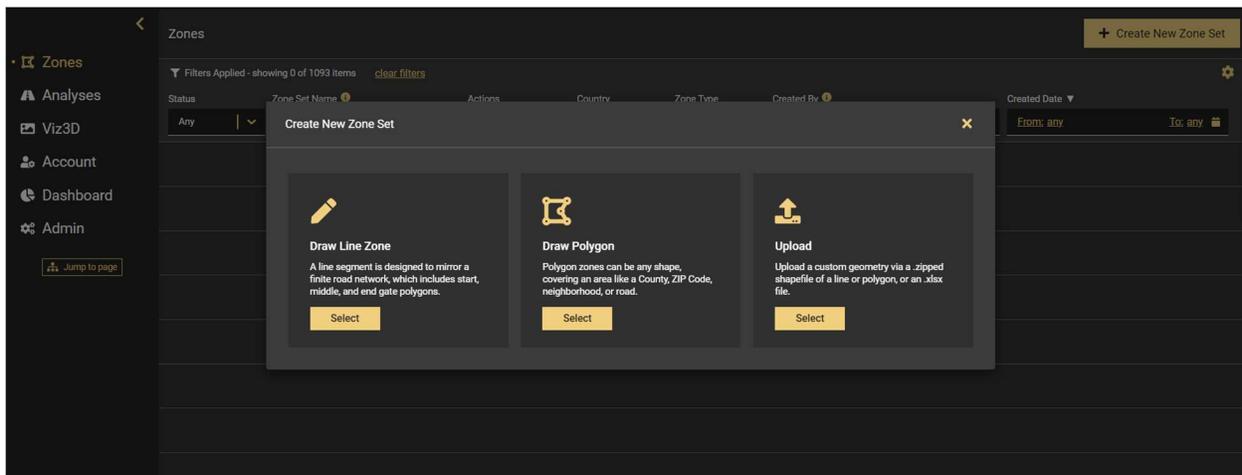


Figure 1: Create New Zone Set module

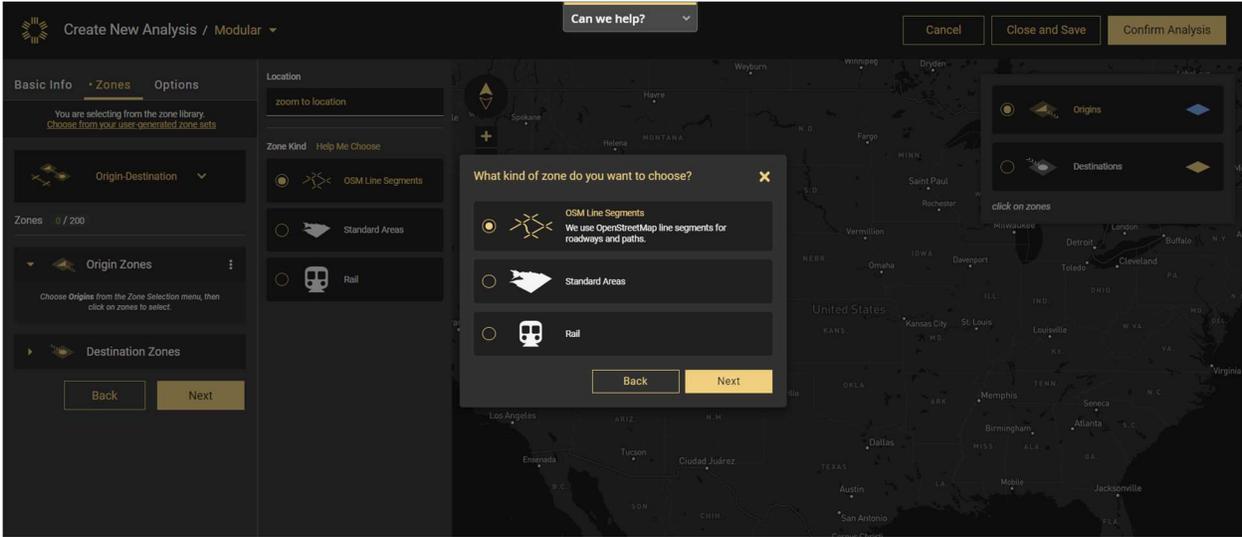


Figure 2: Zone Library module

Step 2: Define an Analysis

After uploading, drawing zones, or selecting pre-set zones from the Zone Library in StreetLight InSight®, users create their analyses. This step includes defining zones as origins or destinations, and setting key parameters such as time periods to study, day part definitions, trip types, and other specifications (see Figure 3 below).

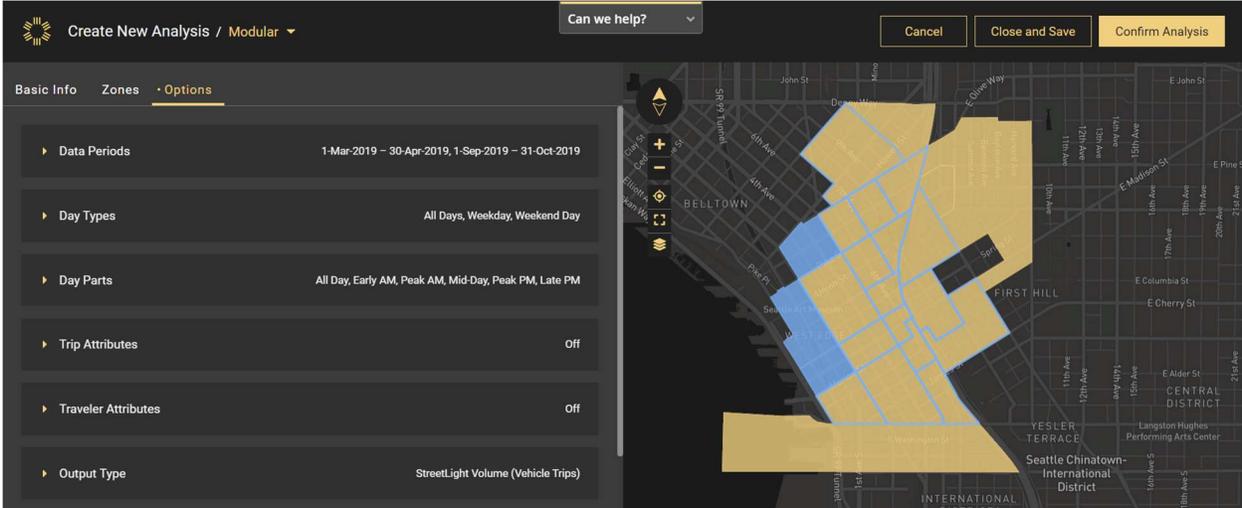


Figure 3: Customizing day parts, data periods, day types, etc. in StreetLight InSight®.

Step 3: Visualize Maps and Charts of the Results

Users can visualize travel patterns within StreetLight InSight® (see Figure 4 below). There are simple toggles so that travel patterns can be visualized as maps or as charts at specific day parts, times of day, and more.

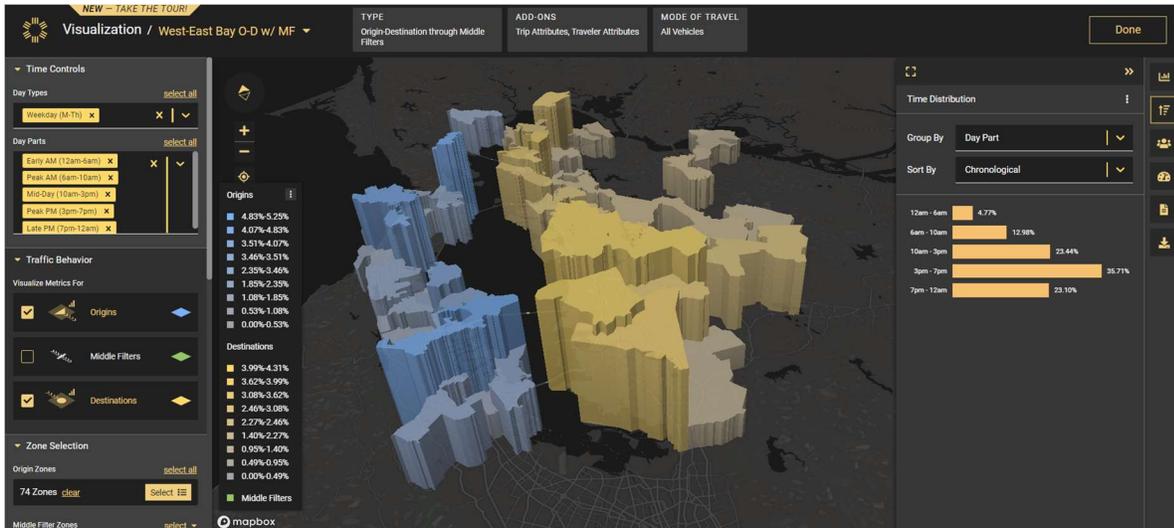
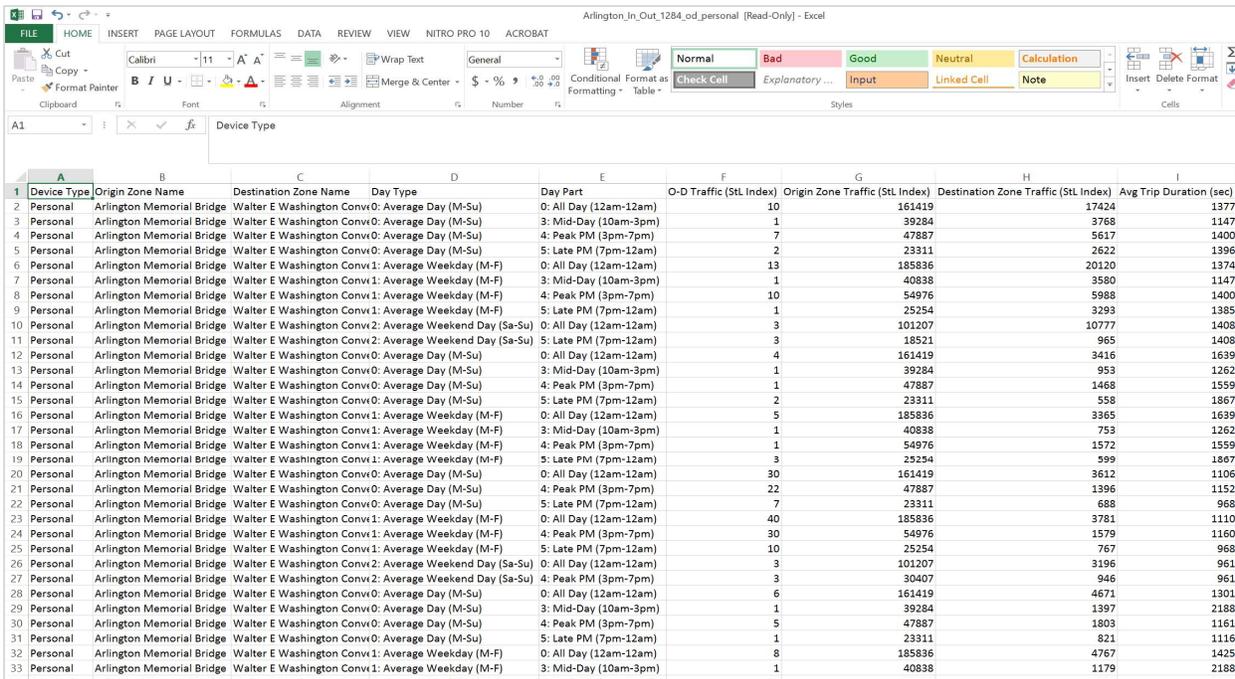


Figure 4: Visualizing Origin-Destination patterns at different times and types of day in StreetLight InSight®.

Step 4: Download Results and Share with Stakeholders

All StreetLight InSight® Metrics can be downloaded for further analysis and manipulation in Microsoft Excel or other analysis tools (see Figure 5 below). All charts and Viz3D map graphics can be exported via high-quality screenshot capabilities as well.



Device Type	Origin Zone Name	Destination Zone Name	Day Type	Day Part	O-D Traffic (Stl. Index)	Origin Zone Traffic (Stl. Index)	Destination Zone Traffic (Stl. Index)	Avg Trip Duration (sec)
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	0: All Day (12am-12am)	10	161419	17424	1377	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	3: Mid-Day (10am-3pm)	1	39284	3768	1147	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	4: Peak PM (3pm-7pm)	7	47887	5617	1400	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	5: Late PM (7pm-12am)	2	23311	2622	1396	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	0: All Day (12am-12am)	13	185836	20120	1374	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	3: Mid-Day (10am-3pm)	1	40838	3580	1147	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	4: Peak PM (3pm-7pm)	10	54976	5988	1400	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	5: Late PM (7pm-12am)	1	25254	3293	1335	
Personal	Arlington Memorial Bridge	Walter E Washington Conv2: Average Weekend Day (Sa-Su)	0: All Day (12am-12am)	3	101207	10777	1408	
Personal	Arlington Memorial Bridge	Walter E Washington Conv2: Average Weekend Day (Sa-Su)	5: Late PM (7pm-12am)	3	18521	965	1408	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	0: All Day (12am-12am)	4	161419	3416	1639	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	3: Mid-Day (10am-3pm)	1	39284	953	1262	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	4: Peak PM (3pm-7pm)	1	47887	1468	1559	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	5: Late PM (7pm-12am)	2	23311	558	1867	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	0: All Day (12am-12am)	5	185836	3365	1639	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	3: Mid-Day (10am-3pm)	1	40838	753	1262	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	4: Peak PM (3pm-7pm)	1	54976	1572	1559	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	5: Late PM (7pm-12am)	3	25254	599	1867	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	0: All Day (12am-12am)	30	161419	3612	1106	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	4: Peak PM (3pm-7pm)	22	47887	1396	1152	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	5: Late PM (7pm-12am)	7	23311	688	968	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	0: All Day (12am-12am)	40	185836	3781	1110	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	4: Peak PM (3pm-7pm)	30	54976	1579	1160	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	5: Late PM (7pm-12am)	10	25254	767	968	
Personal	Arlington Memorial Bridge	Walter E Washington Conv2: Average Weekend Day (Sa-Su)	0: All Day (12am-12am)	3	101207	3196	961	
Personal	Arlington Memorial Bridge	Walter E Washington Conv2: Average Weekend Day (Sa-Su)	4: Peak PM (3pm-7pm)	3	30407	946	961	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	0: All Day (12am-12am)	6	161419	4671	1301	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	3: Mid-Day (10am-3pm)	1	39284	1179	2188	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	4: Peak PM (3pm-7pm)	5	47887	1803	1161	
Personal	Arlington Memorial Bridge	Walter E Washington Conv0: Average Day (M-Su)	5: Late PM (7pm-12am)	1	23311	821	1116	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	0: All Day (12am-12am)	8	185836	4767	1425	
Personal	Arlington Memorial Bridge	Walter E Washington Conv1: Average Weekday (M-F)	3: Mid-Day (10am-3pm)	1	40838	1179	2188	

Figure 5: Selecting Metrics to download and analyzing O-D Metrics in a CSV file using MS Excel.

Appendix: Glossary of StreetLight InSight® Terms

Analysis: A “run” or “query” within StreetLight InSight®. The user selects zones, a project type, and project options for each project, then runs the project by clicking “confirm.”

Analysis Options: Available for most project types. These allow the user to configure options, such as day parts, day types, or data source, before running an analysis.

Commercial Vehicle Segmentation: Medium-Duty Trucks = 14,000 – 26,000 lbs., Heavy-Duty Trucks > 26,000 lbs.

Core Transportation Behavior Metrics: They include Origin-Destination, Origin-Destination with Middle Filter, Origin-Destination with Preset Geographies, Zone Analysis, Trip Attributes, Traveler Attributes, and Home and Work Locations.

Data Period: Months to analyze, which can be selected to range from January 2014 to 1 to 2 months from date of analysis. Availability of data periods may vary based on mode of travel.

Data Sources: Navigation-GPS (GPS) and/or Location-Based Services (LBS). The system recommends or requires certain data sources for certain types of zones and analyses. However, the user may select which data source to use for several Metrics.

Day Part: Grouping of hours-of-the-day for an analysis. 15-minute bin day parts are available to analyze more granular metrics. If defaults are not appropriate, users can customize these values.

Day Type: Grouping of days-of-the-week for an analysis. If defaults are not appropriate, users can customize these values.

Device Type: Type of vehicle analyzed.

Home and Work Locations: Inferred probable home and work locations for composite groups of people aggregated to 1km X 1km grids, Census Block Groups, ZIP Codes, metropolitan areas, and states.

Intersection: Contains three or four “gates” that serve as zones. This is only available in the Turning Movement Counts analysis type.

Origin-Destination Matrix: Relative volume and average travel time of commercial and personal trips between origin and destination zones. Users may enter both origins and destinations of their choice or use a standard geography such as “all ZIP Codes.”

Origin-Destination through Middle Filters (combine with O-D for Routing): Relative volume and average travel time of trips that pass through middle-filter zones, or links, when traveling between origin and destination zones.

Peak Hour Factor: Compares the busiest 15-minutes to the average 15-minute volume during the peak hour, indicating how consistent traffic volume is during the peak hour.

Segment Analysis: Provides the relative volume, speed percentiles including 85th percentile, average speed, travel time, and “Free Flow Factor” of trips through corridors. The Free Flow Factor represents a ratio of the average trip speed for the day part to the maximum average trip speed for the segment in any hour during the entire data period.

Specific Date: The ability to run single days as an analysis or different “collections” of days as a new day type. This feature also allows you to exclude certain days.

StreetLight AADT: Estimate of average annual daily traffic in 2020 (U.S. and Canada). You can also access historic AADT from 2017, 2018, and 2019. (Note: This Metric is provided as an estimated count based on 365 days of data. It is derived from multiple data sources, including both navigation-GPS and Location-Based Services data).

Traveler Attributes: Trip purpose (Home-, Work-, or Other-based combinations), Demographics of Travelers (Household Income, Race, Education Level of Head of Household, and Family Status).

Trends Over Time: “Trends Over Time” enables running any analysis for as many different data periods as desired (e.g., Jan 2017 vs. Feb 2017, Summer vs, Winter).

Turning Movement Counts: Provides intersection volumes with 15-minute granularity, Peak Hour Factor, Peak AM/PM Metrics, and more.

Trip Attributes: Travel time, trip length, trip speed, trip circuitry. Trip Attributes Metrics are provided as an average and as a distribution of values into customizable bins.

Trip Circuitry: The average and distribution of circuitry for trips between zones, or at a zone. Circuitry is defined as (length of trip) / (crow’s flight distance between start and end point).

Travel Time (seconds): The average and distribution trip time in seconds for trips between zones, or at a zone.

Trip Length (miles): The average and distribution trip length in miles for trips between zones, or at a zone.

Trip Speed (mph): The average trip and distribution speed in miles per hour for trips between zones, or at a zone.

Trips to or from Preset Geography Analysis: Origin-Destination by ZIP Code, Census Block Group, or Census TAZs, to a corresponding set of zones. This analysis type is ideal if you don’t know your full zone matrix, and instead want to see how a set of zones relates to standard geographies.

Zone Activity Analysis: Relative volume of trips that originate in, have destinations in, or pass through each zone analyzed.

Zone Library: The Zone Library is a feature that lets you choose zones you want to analyze from a map without having to draw or upload zones into zone sets. This includes OSM Line Segments, Standard Areas (Zip Codes, Census Block Groups, Traffic Analysis Zones, Census Tracts, Canada Dissemination Areas, Canada Census Tracts, Canada Census Subdivisions), and Rail (Rail Stations and Rail Lines).

Zone Traffic: StreetLight trip value representing the volume of all trips at a zone. Depending on whether the zone is pass-through or not, this will represent trips that pass through the zone, or trips that start or end in the zone.



STREETLIGHT DATA

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January 3, 2022

Dear Ms. Gray:

The transportation industry continues to evolve rapidly with the introduction of new modes and technologies such as scooter and bike-share services, ride-hailing services, and connected and autonomous vehicles (CAV). This evolution is fundamentally changing transportation and challenging the way transportation professionals think about and plan for the future. At the core of this challenge is the need for, timely data that provides insights into new mobility trends of people and vehicles.

Due to limitations in scale, cost, and time, traditional data collection methods make it difficult for transportation professionals to keep up with the rapid pace of changes in mobility. Empirical data compiled from a variety of sources such as mobile devices, connected vehicles, Internet of Things (IoT) sensors, and more is the best source of transportation analytics in our dynamic transportation world.

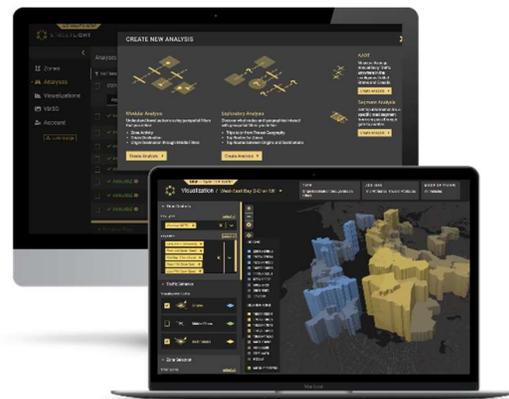


Figure 1: StreetLight InSight® is the only interactive transportation data platform.

StreetLight Data, Inc. (“StreetLight”) simplifies data-driven infrastructure and policy planning by providing the best Big Data resources and software together in our industry-leading on-demand transportation analytics platform, StreetLight InSight®. The StreetLight InSight® software platform allows users to independently run analytics on-demand with specific, customized parameters (i.e., type of day, time of data, commercial or personal vehicle trips, etc.) without downloading any software. Most analytics are ready in minutes, and more complex studies are available in hours.

StreetLight InSight® is the leading Big Data transportation analysis tool on the market today. Below is a summary of the **UNIQUE** capabilities that differentiate StreetLight InSight® from any other transportation analytics solution we have seen in the market today, to the best of our knowledge.

Sole Source Justification: StreetLight InSight® Software as a Service (SaaS) Regional Subscription

StreetLight’s unique Big Data transportation analytics solution, StreetLight InSight®, has many unmatched capabilities. And because we continue to enhance and improve the StreetLight InSight® platform quickly, it’s superiority in the market is expected to



continue for the foreseeable future (see below regarding monthly updates under “ADDITIONAL BENEFITS AT NO COST”).

- **Run and interactively visualize unique customized projects in StreetLight InSight®.**

StreetLight is the only transportation analytics company to provide both Big Data analytics and a self-serve cloud-based, interactive, and highly customizable web platform to create unique study areas (called zones) to understand travel patterns, traffic behavior, and demographic information about composite groups of travelers. The results of StreetLight InSight® analyses always describe aggregate behavior, never the behavior of individuals.

- **Access best-in-class, population-representative mobility data from multiple data sources.**

StreetLight is the only company to provide transportation analytics derived from two location-based services (LBS) data sources and navigation-GPS data sources, as well as many contextual data sets to enrich the metric output. StreetLight InSight® metrics include over 110M devices in the U.S. and Canada, encompassing a large sample of comprehensive, representative data sets.

- **Leverage our proprietary analytic processing engine.**

StreetLight’s proprietary analytic processing engine, Route Science®, powers the StreetLight InSight® product suite. Route Science® algorithmically integrates trillions of spatial data points from millions of devices—cell phones, connected cars, fleet management systems, smartphone applications, and more— into trips and activities. StreetLight also contextualizes this Big Data with more conventional data from the Census, American Community Survey (ACS), traffic counters, and more.

- **Analyze multiple modes of travel all in one platform.**

StreetLight is the only company that lets users study different modes, including vehicle, medium, and/or heavy-duty trucks, bicycles, pedestrians, bus, and rail all in one platform. StreetLight uses unique proprietary algorithms and machine learning to analyze different modes of travel.

- **Within minutes, get AADT derived from 365 days of 24-hour data for 97% of roadways in the U.S.**

StreetLight is the only company that provides estimated AADT counts for 97% of the roadways in the U.S. by algorithmically combining five data sources: GPS, two types of LBS data, Census data, and thousands of validated continuous count stations (used for calibration & machine learning). StreetLight uses propriety data science and technology to provide the most comprehensive Big Data-based AADT solution in the industry. StreetLight’s AADT Metric is based on 365 days of data versus the 1 or 2 days from “loop counters” commonly used in the industry. In a few minutes, users can run StreetLight AADT analysis for unique zone(s) in the on-demand platform and get AADT for a few, or hundreds of AADT locations. StreetLight AADT 2019 was available even before HPMS and most states published their reports. StreetLight InSight®



functionality also includes the ability to obtain monthly and hourly volumes for 97 percent of the roadways in the U.S.

- **Customize parameters in the platform to get the right set of data analytics for many different use cases.** The various StreetLight InSight trip analysis types are broken down by unlimited and unique analysis zones customizable by time of day, day-part, specific dates, circuitry, trip length, speed, travel time, demographics, and trip purpose.

ADDITIONAL BENEFITS AT NO COST:

- Monthly enhancements to the StreetLight InSight® platform. In addition to adding new data twice a month, we also add new features and functionality. We conduct frequent customer feedback sessions to understand improvements we could make to the product to support our customers' needs and use cases.
- Ongoing access to the StreetLight Support team by phone or email, as well as access to additional technical support, training, and validation papers.
- Regional subscribers to StreetLight InSight receive live web-based and in-person training from qualified trainers, so users can quickly develop the basic knowledge to run their unique analyses.
- A dedicated Customer Success Executive is assigned to regional subscribers to manage the account relationship, coordinate training for staff and consultants of the subscribing organization and understand the organizations' needs to ensure they are successful and gain the most value from the StreetLight InSight® platform.

Sincerely,

Laura Schewel
CEO, StreetLight Data, Inc.

Figure 10.12.A - 2022 Metro COG UPWP Amendments 1 & 2 Staff Hourly Estimates AS AMENDED IN AMENDMENT 4, JANUARY 20, 2022		Total Cost	Total Hours	Executive Director	Senior Planner	Transp. Planner	C /T Analyst	Assoc Planner	Assistant Planner (1)	Assistant Planner (2)	Office Manager	Intern
				92.50	62.54	53.05	46.57	49.04	48.52	42.95	35.40	17.43
100	Policy and Administrative Forums	\$72,244.70	1280	310	110	90	120	120	90	90	340	10
101	Metro COG Policy Board	\$23,371.60	440	80	40	30	40	40	30	30	150	0
102	Metro COG Executive Committee	\$8,245.00	120	70	0	0	0	0	0	0	50	0
103	Transportation Technical Committee (TTC)	\$23,191.90	440	80	40	30	40	40	30	30	140	10
104	Federal, State, and Local Committee Meetings	\$17,436.20	280	80	30	30	40	40	30	30	0	0
200	Contracted Planning Services	\$123,762.75	2200	220	625	625	100	170	220	130	0	110
206	Moorhead Intersection Data Collection - ATAC (2021)	\$2,372.70	72	2	0	20	0	0	0	10	0	40
210	Assistance with Review/Adjustments to HH and Job Data (ATAC)	\$2,641.50	40	10	20	0	10	0	0	0	0	0
212	Bicycle and Pedestrian Plan Update	\$9,787.20	180	10	10	120	10	10	10	10	0	0
213	DTA Analysis of Select Locations - ATAC (2021 and 2022)	\$4,162.80	70	10	10	40	0	10	0	0	0	0
214	Interstate Operations Analysis (continued)	\$22,588.00	324	124	80	80	10	10	10	10	0	0
215	Moorhead Intersection Traffic Data Collection	\$1,227.70	50	0	0	10	0	0	0	0	0	40
216	Fargo Transportation Plan	\$5,003.20	80	0	80	0	0	0	0	0	0	0
217	Red River Greenway Study (continued)	\$12,463.50	260	0	0	20	10	0	190	40	0	0
218	NDSU ATAC Annual Participation (TDM Model Dev)	\$3,540.80	64	4	20	20	0	0	0	20	0	0
219	Dynamic Traffic Assignment Analyses (ATAC)	\$2,080.90	30	10	10	10	0	0	0	0	0	0
220	ITS Update (ATAC)	\$7,670.60	130	10	40	80	0	0	0	0	0	0
221	Demographic Forecast Update	\$956.10	20	0	0	0	10	10	0	0	0	0
222	Travel Demand Model Update (ATAC)	\$2,658.85	40	10	15	15	0	0	0	0	0	0
223	TH 10 Corridor Study through Dilworth	\$15,140.00	250	10	180	10	10	40	0	0	0	0
224	Moorhead Intersection Data Collection (2022)	\$1,583.90	50	0	0	20	0	0	0	0	0	30
225	University Drive & 10th Street One-Way Pair Conversion Study	\$20,006.00	350	20	160	40	40	40	10	40	0	0
226	25th Street S Corridor Study	\$9,879.00	190	0	0	140	0	50	0	0	0	0
300	Federal Transportation Planning Documentation	\$128,446.04	2,252	386	381	95	250	280	530	265	15	50
301	Transportation Improvement Program (TIP)	\$32,644.20	660	10	80	10	10	70	300	180	0	0
302	Unified Planning Work Program (UPWP)	\$21,281.50	270	180	30	10	10	10	10	10	10	0
303	Public Participation	\$14,109.70	286	16	40	40	40	40	40	40	0	30
304	Congestion Management Process	\$10,311.64	186	10	56	20	20	20	60	0	0	0
305	Federal and State Rules and Regulations Compliance and Maintenance	\$6,768.50	110	20	40	0	10	20	20	0	0	0
306	Civil Rights / Title VI / LEP/ Environment Justice	\$9,899.10	195	10	10	5	50	50	60	5	5	0
307	2045 LRTP Implementation	\$3,951.70	70	10	10	10	10	10	10	10	0	0
308	2020 Census Coordination and Technical Assistance	\$4,551.60	90	10	10	0	20	20	10	10	0	10
309	TMA Transition	\$24,928.10	385	120	105	0	80	40	20	10	0	10
400	Technical Transportation Data & Analysis	\$139,841.40	3015	40	190	345	450	430	545	775	0	240
401	Performance Measures	\$9,725.60	170	20	60	20	0	0	10	60	0	0
402	Federal Functional Classification Update	\$3,784.65	85	0	20	25	0	0	0	20	0	20
403	Travel Demand Model (TDM) maintenance and Operation	\$7,542.20	150	0	10	40	40	40	20	0	0	0
404	Freight and Goods Movement	\$9,992.90	205	0	5	20	80	80	20	0	0	0
405	FM Metropolitan Profile	\$12,486.80	310	0	10	20	20	20	20	160	0	60
406	Metropolitan Traffic Counting Program	\$8,019.60	200	0	0	80	10	10	10	30	0	60
407	Metropolitan Technical Assistance	\$11,677.30	230	0	40	40	40	40	40	30	0	0
408	ITS/Traffic Operations Technical Assistance	\$10,202.70	205	0	5	60	60	60	20	0	0	0
409	GIS	\$19,262.00	460	0	10	20	60	60	10	240	0	60
410	West Fargo Traffic Calming Study	\$0.00	0	0	0	0	0	0	0	0	0	0
411	Household and Job Assignments to for TDM	\$47,147.65	1000	20	30	20	140	120	395	235	0	40
500	Transit Planning	\$21,822.30	370	0	280	0	0	0	80	10	0	0
501	Transit Technical Assistance	\$14,448.80	240	0	200	0	0	0	40	0	0	0
502	MAT Coordinating Board	\$7,373.50	130	0	80	0	0	0	40	10	0	0
600	Bicycle & Pedestrian Planning	\$36,690.05	771	0	0	451	20	20	110	100	0	70
601	Bicycle-Pedestrian Activities and Technical Assistance	\$11,357.20	230	0	0	140	10	10	40	20	0	10
602	Bicycle and Pedestrian Counts and Analysis	\$7,241.50	170	0	0	80	10	10	10	20	0	40
603	Heartland Trail Extension (Countywide Coordination & Corridor Study)	\$4,673.50	90	0	0	80	0	0	0	10	0	0
604	Bicycle Safety Education	\$4,196.05	81	0	0	71	0	0	0	10	0	0
605	Dilworth Glyndon Fleton SRTS Plan	\$9,221.80	200	0	0	80	0	0	60	40	0	20
700	Local Planning Assistance	\$60,754.40	1280	30	80	80	360	400	80	140	30	80
701	Agency Outreach	\$18,561.20	380	20	40	40	100	100	20	20	0	40
703	Local Planning Assistance	\$42,193.20	900	10	40	40	260	300	60	120	30	40
800	General Administration	\$270,337.76	5029	1024	404	384	384	384	384	384	1605	76
801	General Administration, Management, IT, Secretarial and Leave Time	\$134,239.60	2581	580	120	120	120	120	120	120	1221	60
	Leave Time (holiday - 84, est. vacation - 80, estimated sick - 40)	\$87,836.28	1632	204	204	204	204	204	204	204	204	0
802	Financial Budgeting and Tracking	\$22,148.80	320	180	20	0	0	0	0	0	120	0
803	Professional Development, Education and Training	\$26,113.08	496	60	60	60	60	60	60	60	60	16
900	Publications, Public Information and Communication	\$16,566.68	359	10	10	10	86	86	41	46	60	10
901	Metro COG Newsletter	\$8,602.55	171	10	10	10	50	50	10	21	10	0
902	Website and Social Media	\$7,964.13	188	0	0	0	36	36	31	25	50	10
1000	Community Planning and Technical Assistance	\$36,449.02	734	60	0	0	310	190	0	140	30	4
1001	Cass - Clay Food Systems Advisory Commission	\$10,392.62	224	0	0	0	90	90	0	40	0	4
1002	Clay County Comprehensive Plan	\$9,561.00	200	0	0	0	100	100	0	0	0	0
1003	Mapleton Comprehensive Plan	\$5,371.20	120	0	0	0	60	0	0	60	0	0
1004	Metropolitan Housing Needs Assessment	\$11,124.20	190	60	0	0	60	0	0	40	30	0
	Total	\$906,915.10	17290	2080	2080	2080	2080	2080	2080	2080	2080	650

801 Includes Leave Time (holiday - 84, estimated vacation - 80, estimated sick 40)