

The 649th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
THURSDAY, November 20, 2025 – 2:00 PM

AGENDA

1. Call to Order and Introductions
 - a. Introductions & Roll Call
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Meeting Minutes of October 16, 2025 Action Item
 - d. Approve November 2025 Bills Action Item
2. Consent Agenda Action Item
 - a. October 2025 End-of-Month Report
 - b. 2026 Health/Dental/Vision Insurance from BCBS-ND
 - c. 2026 Title VI Assurances
 - d. 2026 MnDOT State Planning Grant Agreement
 - e. 2026 NDDOT CPG Contract
3. Regular Agenda
 - a. Public Comment Opportunity Public Input
 - b. 2025 Metro Profile Report Action Item
 - c. West Metro Perimeter Route Amendment Action Item
 - d. University Drive & 10th Street Corridor Final Action Item
 - e. 2055 Socioeconomic and Demographic Forecasts RFP Action Item
 - f. 2026 Metro Area-wide Traffic Counts RFP Action Item
 - g. 2026-2027 UPWP Update Information Item
 - h. Unpaid Expenses by NDDOT Information Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held
Thursday, December 18, 2025 at 2:00 PM.

Metro COG is encouraging citizens to provide their comments on agenda items via email to Angela Brumbaugh at brumbaugh@fmmetrocog.org. To ensure your comments are received prior to the meeting, please submit them by 8:00 AM on the day of the meeting and reference which agenda item your comments address. If you would like to appear via video or audio link for comments or questions on a regular agenda or public hearing item, please provide your e-mail address and contact information to the above e-mail at least one business day before the meeting.

Please use the following link to join this meeting online:

<https://us02web.zoom.us/j/82080139233?pwd=eCoKKRjtNKJvz7tT9qcwh7XTwPsCEb.1>

Bolded Action Items require roll call votes.

Full Agenda packets can be found on the Metro COG Web Site at <http://www.fmmetrocog.org>

NOTE: Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, sexual orientation, and/or income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Angela Brumbaugh at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

PLANNING ORGANIZATION SERVING

FARGO, WEST FARGO, HORACE, CASS COUNTY, NORTH DAKOTA AND MOORHEAD, DILWORTH, CLAY COUNTY, MINNESOTA

648th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, October 16, 2025 – 4:00 PM

Members Present:

Chuck	Hendrickson	Moorhead City Council
Rory	Jorgensen	West Fargo City Commission
Denise	Kolpack	Fargo City Commission
Stephanie	Landstrom	Horace City Council
Nicole	Mattson	Moorhead City Council
Sebastian	McDougall	Moorhead City Council
Aaron	Murra	NDDOT Fargo District Engineer (ex-officio)
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Mike	Reitz	MATBUS Representative
Art	Rosenberg	Fargo Planning Commission
Dave	Steichen	Dilworth City Council
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission
Michelle	Turnberg	Fargo City Commission
Joel	Vettel	Cass County Commission

Members Absent:

Jenny	Mongeau	Clay County Commission
Aaron	Murra	NDDOT Fargo District Engineer (ex-officio)
Thomas	Schmidt	Fargo Planning Commission
Shiloh	Wahl	MnDOT District 4 Engineer (ex-officio)

Others Present:

Adam	Altenburg	Metro COG
Karissa	Beierle Pavek	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Aiden	Jung	Metro COG
Michael	Maddox	Metro COG
Will	Hutchings	NDDOT - Local Government Division
Angela	Brumbaugh	Metro COG

1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened

The meeting was called to order at 4:00 PM, on Thursday, October 16, 2025 by Vice Chair Olson, noting a quorum was present. Introductions were made.

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

Vice Chair Olson asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the October 16, 2025 Policy Board Meeting.

Mr. Piepkorn moved, seconded by Mr. McDougall

MOTION, passed

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Vice Chair Olson asked for approval of the Minutes of the September 25, 2025 Meeting.

MOTION: Approve the September 25, 2025 Policy Board Meeting Minutes.

Mr. Jorgenson moved, seconded by Mr. Steichen.

MOTION, passed

Motion carried unanimously.

1d. Monthly Bills, approved

Vice Chair Olson asked for approval of the October 2025 Bills as listed on Attachment 1d.

MOTION: Approve the October 2025 Bills List.

Mr. Hendrickson moved, seconded by Mr. McDougall.

MOTION, passed

Motion carried unanimously.

2. CONSENT AGENDA

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

a. September 2025 Month End Report

b. Metro COG 3rd Quarter Report

c. Audit Services Contract Addendum

MOTION: Approve Items a-c on the Consent Agenda.

Mr. Strand moved, seconded by Mr. Steichen.

MOTION, passed

Motion carried unanimously.

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. 2026 Metro COG Public Meeting Schedules

Mr. Griffith stated the Diversion committee meets on the same day as Policy Board in November and December. If the Board would want to change the starting time to 2 p.m. it should give members time to get to the Diversion meeting and make it possible for both committees to have meetings that day.

Metro COG will be required to publish it and make sure TTC committee is aware of the time change.

The question was asked if there have ever been any thoughts to permanently moving the Policy Board meeting times. It was suggested to find out what the preferential time for members and staff.

MOTION: Approval of 2026 Metro COG's Public Meeting Schedules and moving the meeting times for the November 20 and December 18, 2025 meetings to 2:00 p.m. and direct staff to notice, post, and publish the public meeting schedules accordingly.

Mr. Piepkorn moved, seconded by Mr. Strand

MOTION, passed

Motion carried unanimously.

4. Additional Business

Both the UPWP and TIP were submitted to oversight agencies for review and approval. Oversight agencies suggested some revisions to the UPWP for clarity and to expand on project narratives. Some planning projects related to the 2055 MTP may be combined seeking better proposals from consultants, and hopefully a better, more comprehensive product. They also noted that there may be more revisions required as they complete their review. November and December will be busy meetings as projects are completed and brought forward, as well as our usual end-of-year items. Moving the start times for our November and December meetings should be compatible with the Diversion Authority Board's year-end meeting schedule.

5. Adjourn

The 648th Meeting of the FM Metro COG Policy Board held Thursday, October 16, 2025 was adjourned by Vice Chair Olson at 4:18 PM.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD ON THURSDAY, November 20, 2025 at 2:00 PM.

Respectfully Submitted,

Angela Brumbaugh
Office Manager

DRAFT

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 12, 2025
Re: **2026 Health/Dental/Vision Insurance from BCBS-ND**

Angela and I met with our Blue Cross Blue Shield-ND (BCBS-ND) representative on Tuesday, November 4 to discuss our 2026 premiums for health, dental and vision insurance. We were advised that our premiums will increase by 3.7%. For reference, our insurance coverage increased by 12.92% last year. Insurance premiums have risen dramatically over the past few years, so this year's increase was a welcome surprise. While premiums only increased 3.7%, everyone is a year older, moving everyone into another insurance "bracket" which increases every staff members' health care costs by an average of 5.4% in 2026.

The deductible for our plan, which is the BlueDirect Gold 100 3400 HDHP, increases from \$3,300 to \$3,400 for individuals and from \$6,600 to \$6,800 for a family. This plan is near the middle of all the health plans offered by BCBS-ND. Currently, Metro COG pays 50% of our staff members' deductibles into our Health Savings Account (HSA) which is managed by WEX. The 50% has been based on the deductible amounts and the Policy Board should consider increasing the deductible amounts for 2026.

Metro COG staff expected higher premiums based on recent amounts, so these costs can be accommodated by our programmed budget amounts. It was extremely helpful to receive these 2026 insurance amounts when we did, so that our loaded wage amount could be calculated more accurately since we have been requested to revise our UPWP budget amounts several times by our oversight agencies since the UPWP was adopted by the Policy Board on September 25.

Staff recommends approval of and continuance with current BCBS-ND's health, dental and vision plans for Metro COG staff and to continue the match for staff members' deductibles at 50% into their Health Savings Accounts (HSA) for 2026.

Requested Action: Approval to continue with current BCBS-ND's BlueDirect Gold 100 3400 plan for health insurance, BlueDental Essential 50 1000 SG-Jan, and BlueVision Premium and continue the HSA deductibles for 2026.

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2025
Re: **2026 NDDOT Title VI Assurances**

Each year, Metro COG adopts updated Title VI Assurances in preparation for receipt of NDDOT's annual CPG/UPWP and other contracts for the upcoming year. You may recall that we also had to adopt updated self-certifications in September for the TIP and UPWP. Going forward, Metro COG may plan to adopt future self-certifications and assurances at one time during the late summer in preparation for adoption of the TIP and UPWP. In the meantime, the Title VI Assurances included with this memo have been updated and prepared for execution upon approval by the Policy Board.

At their regular meeting on November 3, the Executive Committee reviewed the Assurances and recommended approval to the full Policy Board.

Requested Action: Approve Metro COG's Title VI Assurances and authorize the Policy Board Chair and Executive Director to execute said documents.

North Dakota Department of Transportation, Local Government
SFN 60982 (1-2023)

Name Fargo-Moorhead Metropolitan Council of Governments			
Address 1 - 2nd Street N, Case Plaza, Suite 232		City Fargo	State ND
ZIP Code 58102-4807			
Project Number CPG-2026 (062)		Sub-Recipient Unique Entity Identifier (UEI) KVFQQJY8ZGB7	
Assistance Listing No. 20.205 Highway Planning & Construction will apply for all temporary ER projects. The Assistance Listing No. will be identified on the contract for all other projects. FFATA reporting required if total federal funding under this federal award equals or exceeds \$30,000.			
Sub-Recipients Annual gross Revenues Exceed 80% or more in Federal Awards ☐ Yes ☒ No			
Sub-Recipients Annual gross Revenues Equal or Exceed \$25,000,000 in Federal Awards ☐ Yes ☒ No			
Sub-Recipients Highly Compensated Officer	Officer Name	Officer Compensation	
Comments			
Prepared by Ben Griffith			Date 10/29/2025
Title Executive Director		Email Address griffith@fmmetrocog.org	

Fargo-Moorhead Metropolitan Council of Governments (Metro COG)

TITLE VI/NONDISCRIMINATION AND ADA POLICY STATEMENT

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin. Specifically, 42 USC 2000d states that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In addition to Title VI, there are other Nondiscrimination statutes which include: Section 162(a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/ADA of 1990 (disability). Taken together, these requirements define an over-arching Title VI/Nondiscrimination and ADA Program. Title VI and the additional Nondiscrimination requirements are applicable to programs receiving federal financial assistance due to the Civil Rights Restoration Act of 1987.

There are two Presidential Executive Orders that place further emphasis upon the Title VI protections of race and national origin. Executive Order 12898 ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations. Executive Order 13166 directs recipients of Federal financial assistance that to ensure compliance with Title VI, they must take reasonable steps to ensure that limited English proficiency persons have meaningful access to their programs.

I, Jenny Mongeau, as Policy Board Chair of the Fargo-Moorhead Metropolitan Council of Governments, am personally committed to and support taking all steps to ensure that no person or groups of persons shall, on the grounds of race, color, national origin, sex, age, disability, limited English proficiency, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the Fargo-Moorhead Metropolitan Council of Governments, its recipients, sub recipients, and contractors.

The Metro COG Executive Director is appointed as the Title VI Coordinator and ADA Coordinator and is granted the authority to develop, administer, and monitor the Title VI/Nondiscrimination and ADA Program as promulgated.

Anyone who believes that he or she has been discriminated against should contact Ben Griffith, Title VI Coordinator and ADA Coordinator, Metro COG Executive Director, 1 – 2nd Street N, Case Plaza, Suite 232, Fargo, North Dakota 58102, at 701-532-5100. TTY users may call Relay North Dakota at 711 or 1-800-366-6888 (toll free).

Jenny Mongeau, Policy Board Chair
Fargo-Moorhead Metropolitan Council of Governments

November 20, 2025
Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County ("Metro COG")** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal-Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a

covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other

recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Jenny Mongeau,
Policy Board Chair

Recipient: Fargo-Moorhead Metropolitan Council of
Governments (Metro COG)

Signature of Policy Board Chair

November 20, 2025

Date

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS,
FARGO, CASS COUNTY
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be

appropriate, including, but not limited to:

- a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS,
FARGO, CASS COUNTY
APPENDIX B OF THE TITLE VI ASSURANCES**

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **the Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, its successors and assigns.

The **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass

County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

B

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS,
FARGO, CASS COUNTY
APPENDIX C OF THE TITLE VI ASSURANCES**

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, pursuant to the provisions of Assurance 7(a):

- C. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - C. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS,
FARGO, CASS COUNTY
APPENDIX D OF THE TITLE VI ASSURANCES**

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, will there upon revert to and vest in and become the absolute property of **Fargo-Moorhead Metropolitan Council of Governments, Fargo, Cass County**, and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS,
FARGO, CASS COUNTY
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or

environmental effects on minority and low-income populations.

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Audit and Preauthorization Checklist

Name of Sub Recipient: **Fargo-Moorhead Metropolitan Council of Governments (Metro COG)**

Title VI of the Civil Rights Act of 1964, amendments and related laws state that recipients of federal-aid highway funds cannot discriminate on the basis of race, color, age, disability, gender, national origin, or low income.

The North Dakota Department of Transportation (NDDOT) receives federal funds, and in turn may pass funds directly to Local Public Agencies (LPA). In these instances the LPA becomes a recipient of federal funds and is responsible for implementing Title VI requirements on ALL contracts and in ALL programs and activities not just highway related elements.

Audit and Preauthorization Checklist: All sub recipients participating in this process will be required to complete, sign, and return this checklist, with all supporting documentation, to the North Dakota Department of Transportation (NDDOT) prior to the meeting. Compliance with these requirements is necessary to assure non-discrimination in projects/programs. This checklist also serves as a preview to the agency's processes, procedures, policies, and documentation.

The agency may provide electronic documents or a link to a website for documents and materials as an alternative to providing a paper copy. When paper copies of documentation are provided, please label them relative to the questions on the checklist.

Compliance with these requirements is necessary to assure non-discrimination in sub recipient transportation projects/programs.

- This checklist serves as a preview to the processes, procedures, policies, and documentation that must be in place prior to authorization of Federal funds.
- This checklist covers a reporting period of the most recent July 1 to June 30 period.
- A "No" answer does not necessarily mean the sub recipient is in "non-compliance", but a written explanation must be provided for any "NO" or "N/A" responses and attached to this checklist.

Please submit the checklist and a narrative explanation relative to "No" or "N/A" responses.

Copies of information must be provided as requested.

This Audit and Preauthorization Checklist covers the period of 7-1-202_ through 6-30-202_.

Audit and Preauthorization Checklist

I. Subrecipient Audit and Preauthorization Checklist	Y N N/A	NOTES
1. Did the agency expend \$750,000 in federal funds in their most recently completed fiscal year?	Y	
a. If yes, was a single audit conducted in accordance with 2 CFR 200?	Y	
b. If yes, has the audit report been sent to NDDOT-Audit Services Division for review? Does it include SFN 60639?	Y	2024 audit report has also been submitted to Federal Audit Clearinghouse
c. If no, can they provide a copy of an audit report?		
II. Metropolitan Planning Organization (MPO) (If you are not an MPO, proceed to part III. Refer to FTA circular 4702.1B for Title VI Guidance.		
1. MPOs and other planning entities must submit the following:		
a. The requirements set out in Chapter VI (Transit Provider) if the MPO is a provider of fixed route public transportation.	N/A	
b. Demographic profile of the metropolitan area	Y	Metro COG's 2024 Metro Profile and information provided in Metro COG's 2026-2029 TIP (Transportation Improvement Program)
c. A description of the procedures by which the mobility needs of minority populations are identified and considered within the planning process.	Y	Metro COG's Title VI/LEP Plan and Public Participation Plan (PPP)
d. Demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects.	Y	Metro COG's Title VI/LEP Plan, TIP and MTP (5-year Metropolitan Transportation Plan)
e. Analysis of the MPO's transportation system investments identifies and addresses any disparate impacts.	Y	Metro COG's TIP and MTP
f. Description of the procedures used to ensure nondiscriminatory pass-through of FTA financial assistance (if requested).	N/A	

Audit and Preauthorization Checklist

g. Description of the procedures the agency uses to provide assistance to potential sub recipients in a nondiscriminatory manner (if requested).	N/A	
III. Equal Employment Opportunity Act (EEO)	Y N N/A	NOTES
1. Did the agency produce a current copy of the Annual EEO-4 Report on employees? If the agency employed 15 or more employees, they are required by Public Law 88-352, Title VII of the Civil Rights Act of 1964 to report on their employees. http://www.eeoc.gov/employers/eeo4survey/e4instruct.cfm to submit an annual EEO-4 <i>(NOTE: People who are compensated for serving as members of commissions, councils, boards, or committees are considered employees.)</i>		
2. If the agency is not required to file an Annual EEO-4 Report on employees, did it produce a list of the number of employees by race and sex?	Y	
3. Did the agency produce a list showing members of commissions, councils, boards, or committees, by race and sex?	Y	
4. For All commissions, councils, boards, or committees, did the agency provide a written process for the selection of members?	Y	
a. Is this process contained within a manual or handbook?	Y	
b. Did the process specify which members are appointees?	Y	
c. Is there a document regarding the process for making those appointments?	Y	
d. Did the agency outline the steps taken to increase diversity on their commissions, councils, boards, or committees?	Y	
5. Are recruiting opportunities for both vacancies and promotions documented?	Y	
a. Does the documentation include race and sex of the applicants?	Y	Survey requested of all applicants, but not all answer questions
b. Does the documentation include race and sex of the persons hired or promoted?	Y	

Audit and Preauthorization Checklist

c. Are recruitment efforts made to hire minority or female applicants?	Y	Advertised broadly with national organizations and job posting websites and included in EEO statement on job posting and application
1. <u>If yes</u> , are these efforts documented?	Y	
d. Are employment vacancies advertised both internally and externally?	Y	Posted on Metro COG's website and discussed internally with all staff
e. Did the agency provide information on how the recruitment was done? (Where were vacancies posted, advertised, etc.)	Y	Jobs posted on Indeed, LinkedIn, APA, ITE, Western Planner, ND Planning Association, APA-MN, AMPO, NARC, WTS and Handshake
IV. Title VI/Nondiscrimination	Y N N/A	NOTES
1. Does the agency have a Title VI/Nondiscrimination Plan?	Y	
a. <u>If yes</u> , does the agency Title VI/Nondiscrimination include the federal requirements?	Y	
b. <u>If no</u> , the Title VI/Nondiscrimination Program Requirements, Guidance, and Templates are provided to assist you in developing your Title VI/Nondiscrimination and to meet the federal requirements located at http://www.dot.nd.gov/divisions/civilrights/titlevi-subrecipients.htm		
2. Did the agency provide documentation demonstrating dissemination of the Title VI/Nondiscrimination internally for employees and externally for the public?	Y	Metro COG's website, posted at front counter, employee bulletin board, and in hallway outside main entrance to Metro COG's office; all job postings include EEO statement
3. Does the agency have the Title VI/Non-Discrimination Standard Assurances?	Y	
4. What is the date on the Title VI/Non-Discrimination Standard Assurances?		
5. Does the agency have a Title VI/Nondiscrimination Policy Statement?	Y	
6. Does the agency have a Title VI Coordinator or Specialist?	Y	Executive Director

Audit and Preauthorization Checklist

7. Is the agency Title VI Coordinator's name, title, office address, and office phone number included in the Title VI/Nondiscrimination Policy Statement and posted both internally for employees and externally for the public?	Y	Prominently posted at Metro COG office and online with business cards available at front counter
NDDOT has developed a Standard Title VI/Non-Discrimination Assurance; and Title VI/Nondiscrimination and Policy Statement templates that can be obtained from the NDDOT Civil Rights Division, Title VI/Nondiscrimination Program, Sub Recipient Title VI/Nondiscrimination Program web page https://www.dot.nd.gov/divisions/civilrights/titlevi-subrecipients.htm#subinformation		
V. Limited English Proficiency (LEP) Does the agency have more than 50 employees? If not, proceed to part VI.	N	
1. Does the agency have a Limited English Proficiency (LEP) plan?	Y	
2. Using the most current data (US Census or North Dakota census data), did the agency provide the population demographics within the service area? Resources See www.lep.gov , https://www.census.gov/programs-surveys/acs/data.html	Y	
	Y N N/A	NOTES
3. Did the agency conduct a Four Factor Analysis in their LEP Plan? Four Factor Analysis definition : https://www.fhwa.dot.gov/civilrights/programs/title_vi/lep_fourfactor.cfm	Y	
4. How does the agency provide oral interpretation for LEP?	Y	Metro COG contracts with area interpreter services whenever needed
5. What languages are available for oral interpretation?		As listed in Census language certification flashcard; there are 38 languages available

Audit and Preauthorization Checklist

a. What documents were identified as vital documents? Examples: Applications Consent and complaint forms, Notices of rights and disciplinary action Notices advising LEP persons of the availability of free language assistance Written tests that assess competency for a particular license, job, or skill for which English competency is not required Letters or notices that require a response from the beneficiary or client		Metro COG's TIP, MTP, UPWP (Unified Planning Work Program) PPP, Policy Statement forms/instructions
b. Were any vital documents translated in any other languages?	N	None have been requested
c. If yes, which vital documents and what languages?		
d. How were the translated documents made available?		
NDDOT has developed a template Limited English Proficiency Plan that can be obtained from the NDDOT Civil Rights Division, Title VI/Nondiscrimination and ADA Program, Sub Recipient Title VI/Nondiscrimination and ADA Program web page at https://www.dot.nd.gov/divisions/civilrights/titlevi-subrecipients.htm#subinformation		
VI. Public Outreach and Education		
1. Did the agency provide documentation describing any public outreach activities for <u>federally funded transportation project(s)/programs</u> undertaken during the reporting period? <i>(For example: public announcements and/or communications for meetings, hearings, and project notices directed by their representative?)</i>	Y	Outlined in Metro COG's Public Participation Plan – take all measures for public input opportunities, often exceeding what is required
	Y N N/A	NOTES
2. Did the agency provide copies of ads, posters, or public notices?	Y	
3. Were language assistance needs assessed? a. <u>If yes</u> , did the agency provide documentation listing the language assistance needs assessment(s) conducted and examples of those assessment(s)? <i>(Should include service provided, date, number of persons served, and any other relevant information.)</i>	N/A	

Audit and Preauthorization Checklist

4. Were outreach efforts made to ensure that minority, disabled, low income, and Limited English Proficiency population groups, were provided equal opportunity to participate in any activities? <i>(For example: provided written materials in languages other than English, met with local social services agencies, or advertised in a minority publication.)</i>	Y	Assistance with translation is offered in all public notices, social media posts, and emails to groups who may fall into these populations
5. Were demographics gathered from attendees at public meetings, hearings, etc.? Describe the data collection and analysis process.	Y	Forms available at sign-in tables and online
a. Did the agency provide documentation regarding the demographics gathered?	Y	
6. Did public meeting ads, public notices, or posters have a contact person and telephone number, for attendees to contact, when accommodations for disabilities or language assistance were needed?	Y	
7. Was an effort made to hold meetings in ADA compliant facilities?	Y	
8. Are the agency offices where services are provided ADA compliant?	Y	
VII. Employee Training		
1. Have all their employees received Title VI/Nondiscrimination and ADA Program related training?	Y	Annually
a. <u>If no</u> , Does the agency plan to provide training?		
VIII. External Complaints of Discrimination Process	Y N N/A	NOTES

Audit and Preauthorization Checklist

1. Does the agency have an External Complaints of Discrimination form, instructions, and process for filing a complaint based on Title VI of the Civil Rights Act of 1964 (race, color, and national origin) or Other Nondiscrimination Statutes/Executive Orders (sex, age, disability, limited English proficiency, or income status) including a Complainant Consent/Release form with a Notice About Investigatory Uses of Personal Information; and an External Complaints of Discrimination Complaint Log for recording current complaints?	Y	
a. Did the agency describe how the complaint form, instructions, and process for filing a complaint are disseminated to employees and the public?	Y	
b. Did the agency provide a copy of their complaint form, instructions, process, consent/release, and notice	Y	
c. Did the agency provide their External Complaints of Discrimination Log listing all External Complaints of Discrimination filed during the requested timeframe of this Audit?	N/A	No complaints have been received
NDDOT has developed a template External Complaints of Discrimination form, instructions, and process; Complainant Consent/Release form with a notice About Investigatory Uses of personal Information; and External Complaints of Discrimination Log that can be obtained from the NDDOT Civil Rights Division, Title VI/Nondiscrimination and ADA Program, Sub Recipient Title VI/Nondiscrimination and ADA Program web page at http://www.dot.nd.gov/divisions/civilrights/titlevi-subrecipients.htm		
IX. Contracts and Agreements		
1. During the reporting period, were <u>all</u> federally funded transportation projects/programs either bid or procured through NDDOT's processes? a. <u>If yes</u> , proceed to Section X.	Y	
2. Did contracts, let through the agency bidding or procurement process, contain the required Title VI statements like those bids or procured through the NDDOT?	Y	
	Y N N/A	NOTES

Audit and Preauthorization Checklist

a. Did contracts for consultant agreements for planning, design, engineering, environmental, research, maintenance, etc. contain the required Title VI statements and assurances.	Y	
b. Were Disadvantaged Business Enterprise firms notified of and afforded the opportunity to bid or propose on the federally funded transportation related projects/programs?	Y	
c. Any agency efforts other than normal advertising?	Y	Emails directly to interested parties (sign-up forms at events and on website), LinkedIn, APA, ITE
X. Monitoring and Compliance		
1. Did the agency have monitoring and compliance procedures in place to monitor Title VI activities and responsibilities for their organization?	Y	
a. Does the monitoring and compliance process provide for the following?	Y	
1. Procedures to conduct Title VI reviews of pertinent program areas: 2. List the pertinent program areas and describe each areas Title VI responsibilities 3. Define the process to review their pertinent program areas. 4. State if the agency has training related to Title VI? 5. Include if and how a project or program area is monitored by the agency either weekly, monthly, or annually. 6. State if the agency has plans for bringing programs into compliance within a specified time.		Reviewed annually, forms in Appendix and updated as needed
b. Has the agency scheduled and conducted an annual Title VI review of their program areas to determine the effectiveness of program area activities at all levels?	Y	Recurring annual review in October
c. Did the agency have any sub recipients of federal-aid highway funds?	N	

Audit and Preauthorization Checklist

	Y N N/A	NOTES
1. <u>If no</u> , proceed to Section XI.		
2. <u>If yes</u> , does the agency have monitoring and compliance procedures in place to monitor Title VI activities and responsibilities of their sub recipients?		
3. <u>If yes</u> , have the agency scheduled and conducted Title VI reviews of their sub recipients? Please list and provide documentation of audits conducted. <i>(For example: cities, counties, colleges, planning agencies, and other recipients of federal-aid highway funds)</i>		
XI. Environmental Impacts		
1. During the reporting period, was there a Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS) prepared for any federally funded transportation-related projects/programs?	N	
a. <u>If no</u> , proceed to Section XII.		
b. <u>If yes</u> , did the agency summarize comments provided in the Environmental Documents where race, color, sex, age, national origin, disability, and income status were adversely impacted?		
c. <u>If yes</u> , did the agency document what those impacts were and how they were minimized or mitigated?		
d. How many public meetings were held?		
1. Were Title VI Public Participation Surveys provided at each public meeting?		
2. Total number of cultural resource compliance studies, archaeological studies, and Tribal consultations conducted during the reporting period.		
XII. Right of Way		
1. During the reporting period, was right of way acquired for any federally funded transportation related project? <u>If no</u> , proceed to signature blocks.	N	
2. Does the agency's documentation demonstrate how many negotiations were completed during the reporting period?		

Audit and Preauthorization Checklist

	Y N N/A	NOTES
a. Does the documentation report the collection of data by race, sex, color, national origin, age, disability, or income status?		
3. Were there any concerns raised by minorities or women as landowners concerning their options in the negotiation phase?		
a. Did they document what action was taken to correct those concerns?		
4. List the number of negotiations when professional interpreters were used to aid the property owner in understanding the sub recipients proposed action.		
5. How many businesses or residences were displaced during the reporting period?		
6. Were there any Title VI concerns raised by minorities or women about their options in the relocation process? Please explain in notes.		
7. Does documentation of relocation assistance activities reflect any disparities in providing relocation assistance?		
8. Did the agency collect data by, race, color, national origin, sex, age, disability, or income status, or LEP during negotiations?		

Audit and Preauthorization Checklist

Person(s) who submitted information for the checklist, please indicate by printing their name and title and signing below.
By signing below, you are stating that the answers above are true and accurate to the best of your knowledge.

Jenny Mongeau, Metro COG Policy Board Chair

November 20, 2025

Date

Ben Griffith, Metro COG Executive Director

November 20, 2025

Date

Ben Griffith, Title VI and ADA Coordinator

November 20, 2025

Date

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2025
Re: **2026 MnDOT State Planning Grant Agreement**

Each year, MnDOT distributes State Planning Grant funds to the MPOs via grant agreement, separate from CPG funds. These state funds are intended to be used for transportation planning purposes, without the federal “strings” attached. This year, the Minnesota State Legislature increased the overall amount of grant funding and Metro COG’s portion will be \$34,100 instead of the \$30,580 received last year. Metro COG’s amount is based upon the Minnesota population within our Metropolitan Planning Area (MPA).

These funds require a 20% local match (\$8,525), which is divided amongst all the local jurisdictions by the Approved Dues Formula. The grant amount plus the local match provides a total of \$42,625, which is included in the 2026-2027 UPWP. The agreement included with this memo is very similar to previous grant agreements in recent years. There is verbiage specifying that at least \$3,000 of the grant amount shall be directed towards meetings and workshops of the MPO Directors and for other professional development and training of staff.

The MnDOT State Planning Grant amount and provision of local match has been included in Metro COG’s 2026-2027 UPWP. As of this date, Metro COG’s 2026-2027 UPWP has not yet been approved by oversight agencies, but is expected any time now.

At their meeting on November 3, the Executive Committee reviewed the Agreement and recommended approval to the full Policy Board.

Requested Action: Approve the MnDOT State Planning Grant Agreement and authorize Policy Board Chair to execute said agreement.

**STATE OF MINNESOTA
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Fargo-Moorhead Council of Governments, Case Plaza Suite 232, 1 2nd Street N, Fargo ND 58102 ("Grantee").

RECITALS

1. Minnesota Statutes § 174.01 authorizes the State to enter into this agreement.
2. 23 U.S.C. 134 requires a continuing, comprehensive and cooperative (3-C) transportation planning process be carried out between the state and local governments in urbanized areas.
3. Grantee has been designated by Minnesota's Governor as the Metropolitan Planning Organization responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134.
4. Minnesota Statutes § 174.03, subdivision 4, authorizes the State to enter into this agreement.
5. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98, Subd. 1](#), Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on January 1, 2026, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee, who is not a state employee, will:
 - 2.1.1 Perform in a satisfactory and timely manner the work activities defined in its Calendar Year ("CY") 2026 Unified Planning Work Program ("UPWP"), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
 - 2.1.2 Prepare and submit to the State for approval a CY 2026 UPWP delineating the activities and expenditures of CY 2026 state grant funds. The UPWP must include a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
 - 2.1.3 Utilize the MnDOT Template when preparing the Transportation Improvement Program ("TIP").
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97, Subd. 4 \(a\) \(1\)](#).
- 2.3 Grantee will submit written progress reports at least quarterly, and a final year-end report. Quarterly reports must be submitted no later than 30 calendar days after the reporting period, and annual reports must be

submitted no later than 90 days as identified in 2 CFR 200.329. Payments will not be made under section 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.

- 2.4 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee must obtain prior written consent of the State before any capital asset is purchased with funds from this agreement and must meet any asset reporting requirements identified by the State as part of the written consent. Capital assets have a normal useful life expectancy exceeding two years and include 1) land, 2) buildings, 3) equipment over \$5,000, 4) infrastructure and 5) purchased software over \$30,000. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be paid a lump sum of \$34,100.00. Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source
- 4.1.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than the Federal Per Diem rates as published by the [U.S. General Services Administration](#). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. For bi-state MPOs, both states within the MPO's metropolitan planning area will be considered home states. Travel and training for metropolitan transportation planning related purposes is authorized in conformity with the approved UPWP budget. Employees of the grantee will not be considered state employees. All travel and training is subject to audit per Section 9 of this contract.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$34,100.00.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter. See exhibit 2
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion. Audits will be conducted using the cost principles and procedures set forth in 2 Code of Federal Regulations – (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 Unexpended Funds. The Grantee must promptly return (no more than 30 days) to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Jason Gottfried, (or successor) Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3745, Jason.gottfried@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Ben Griffith, Executive Director, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102, 701-532-5103, griffith@fmmetrocog.org, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. If terms need to be revised this agreement will be amended formally and signed again by all parties. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Website**

Under Minn. Stat. § 16B.98, If grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

11 **Government Data Practices and Intellectual Property Rights**

11.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11.2 **Intellectual Property Rights.**

11.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of

State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

11.2.2 **Obligations**

11.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

12 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 **Publicity, Endorsement, Website**

13.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

13.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13.3 Disclaimer. The Grantee must include the following statement in all plans, studies and reports funded under this contract: "The preparation of this report has been funded in part by the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Minnesota Department of Transportation. The report does not constitute a standard, specification, or regulation."

14 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination; Suspension

- 15.1 Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, an agency may suspend its performance until funding is restored. Suspension of performance is temporary until funds become available again and does not release State from its obligations under the agreement.
- 15.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 15.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 15.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 17 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 18 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of

Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 19 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 20 **Telecommunications Certification.** By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 21 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 22 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract No(s). _____

SWIFT PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT 1
Financial Assistance

Legal Name	Fargo-Moorhead Council of Governments
Contract Number	1061147
Contract Type / Program	State Metropolitan Planning Grant

Project Description	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$34,100.00
Required Local Match	\$ 8,525.00

EXHIBIT 2
Invoices



Greater Minnesota Metropolitan Planning Organization
Request for State Funds
Calendar Year 2026

GRANTEE: Fargo-Moorhead Council of Governments

Case Plaza Suite 232, 1 2nd Street N, Fargo ND 58102

701-532-5103

Recipient Agency Authorized Representative: Ben Griffith, Executive Director

Payment Request:	Total =	\$10,656.25
☐ First quarter (January 1 – March 31)	☐ Third quarter (July 1 – September 30)	Local Match (20%) =
☐ Second quarter (April 1 – June 30)	☐ Fourth quarter (October 1 – December 31)	State Funds (80%) =
Amount of Requested State Planning Funds:		\$8,525.00

Invoice cannot be signed/submitted prior to the end of the quarter. Invoice submittal must include a report/summary of the applicable quarter's activities. Activity reports submitted for CPG fund reimbursement may be used.

Signature: _____

Date _____

Recipient Agency Authorized Representative

MnDOT

Approval of MnDOT District Representative

Date _____

Approval by MnDOT OTSM MPO Planning Program Coordinator

Date _____

MnDOT use only:

Contract #: 1061149

Swift Contract ID #:

Fiscal Year:

Purchase Order ID #:

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 14, 2025
Re: **2026 NDDOT CPG Contract**

NDDOT has provided a draft copy of Metro COG's 2026 contract for the distribution of CPG (Consolidated Planning Grant) funds, as detailed in the 2026-2027 Unified Planning Work Program (UPWP). The total expected amount of CPG funds for 2026 is \$1,515,497.31. This amount matches the amount of Federal revenue shown in Figure 9 of the 2026-2027 UPWP but is less than the 2025 contracted amount of \$1,720,254.33.

Metro COG staff received the attached contract as several separate PDFs today (November 14) and yesterday (November 13). NDDOT staff has been stating for the past several months that the 2026 CPG Contract would have additional clauses and terms but it has only been provided to the MPOs within the past 48 hours. I have conducted a cursory review and noted several questions for both NDDOT and our attorney.

In order to avoid any delays in the approval process and more importantly, in the authorization of funds for the new year, I am presenting the contract for review and approval, pending comments from Metro COG's legal counsel.

Requested Action: Approval of NDDOT's 2026 CPG Contract, pending comments from Metro COG's attorney, authorizing the Policy Board Chair and Executive Director to execute said Contract, when appropriate.

MEMO TO: Ron J. Henke
Director

FROM: Will Hutchings, AICP

DATE: 11/07/2025

SUBJECT: 38251326 | Fargo-Moorhead Metropolitan Council of Governments 2026-2027 UPWP Annual Contract

North Dakota's Metropolitan Planning Organizations develop either a 1-year or 2-year rolling UPWP that NDDOT supplements with an annual contract. These contracts are a requirement for subrecipient monitoring requirements outlined in 2 CFR 200. This contract is for calendar year 2026 and utilizes the Fargo-Moorhead Metropolitan Council of Governments 2026-2027 UPWP which has been approved by the Bismarck-Mandan MPO Policy Board and Federal Highway Administration-ND.

This is a standard contract; no one-time changes were necessary.

If you have any questions, contact Will Hutchings, Local Government Division, 701-328-6421.

38/wrh

Contract Routing:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Ben Griffith, FM Metro COG Executive Director;
FM Metro COG Policy Board Chairperson;
FM Metro COG Witness
Will Hutchings;
Clint Morgenstern;
Chad Orn;
Stacey Hanson

**North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

Assistance Listing Title: Highway Planning & Construction, Metropolitan Transportation Planning & State & Non-Metropolitan Planning & Research

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA), Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Hutchings, Will Telephone: 701-328-6421

Subrecipient/LPA Name:

Subrecipient Unique Entity Identifier (UEI) No.:

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: \$

Total Amount of Federal Funds Obligated to the subrecipient: \$

Total Federal Award: \$

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

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

Entity: Fargo-Moorhead Metropolitan Council of Governments

Description: Unified Planning Work Program

Duration: 2026

This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as the Subrecipient, whose address is Case Plaza Suite 232, One Second Street North, Fargo, North Dakota 58102.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient has been designated by the Governor of North Dakota as the Metropolitan Planning Organization responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, Section 5303 Federal Transit Administration (FTA) and PL Federal Highway Administration (FHWA) funding, hereinafter referred to as Consolidated Planning Grant (CPG) funds will be administered by NDDOT for the purpose of transportation planning in urbanized areas, and

WHEREAS, the Subrecipient is eligible to receive CPG funds from both FHWA and FTA under 23 U.S.C. 104(f) and 49 U.S.C. 5305(d), and

WHEREAS, the Subrecipient has prepared and approved a Unified Planning Work Program (UPWP) in accordance with the guidelines set forth by the FHWA and FTA for utilization of available CPG funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. In the completion of the UPWP, the Subrecipient shall follow the policies and procedures of the following:
 - NDDOT Local Government Manual
 - Executed Continuing, Cooperative, and Comprehensive (3-C) metropolitan transportation planning Agreement.
 - The approved UPWP
 - All applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. **PERIOD OF PERFORMANCE:** The period of performance will be from January 1, 2026 to December 31, 2026.
3. **COMPENSATION:**

- NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of \$1,515,497.31. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.
 - The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement upon sufficient documentation of eligible expenses incurred and paid by the Subrecipient.
 - The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
 - All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
 - Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
 - All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.
4. **CERTIFICATION:** In accordance with 2 CFR 200.415(b), subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of US Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of 2 CFR 200.334.
5. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve a negotiated indirect cost rate, if utilized, unless there is a federal statute that states otherwise, or a federal agency head has made other

approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient.
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

6. **COST PRINCIPLES:** The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.
7. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.
8. **TERMS EXTENDING BEYOND BIENNIUM:** Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.
9. **RECORDS AND INSPECTION:** The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.
10. **SUBCONTRACTING:** The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.

11. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

“This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT.”

12. **ASSIGNMENTS:** The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.

13. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

14. **RISK BASED MONITORING:**

- a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:

- All payments are on a reimbursement basis.
- Require submittal of Title VI pre-authorization paperwork.
- Require submittal of FFATA form.
- Annual Mid-Year Review.
- Require submittal of quarterly financial and performance progress reports.
- Perform desk review of select area as deemed necessary.
- Require training in area deemed necessary.
- Completion of National Highway Institute course titled “Understanding the Uniform Guidance Requirement (2 CFR 200) for Federal Awards” and submittal of completion certificate. This shall be completed by the Subrecipient Executive Director and staff who are directly responsible for the development of reimbursement by the end of the first quarter of the contract period.
- Review single audit findings and verify that corrective action plan was completed, if applicable.
- Subrecipient shall review and update policy manuals on an annual basis.
- Subrecipient shall require its employees to certify that they have read and understand organization policies on an annual basis.
- Subrecipient shall annually conduct fraud awareness training with its employees.

Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

- b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited

to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

15. **PROCUREMENT:** The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

16. **EQUIPMENT:** The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

17. **PROCUREMENT OF RECOVERED MATERIALS:** In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. **TERMINATION:**

- a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;
 - iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:

- i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
- ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

19. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

20. **SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

21. **CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. The contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.

22. **CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.

23. **NONDISCRIMINATION – COMPLIANCE WITH LAWS:** The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

24. **AFFIRMATIVE ACTION PROGRAMS:** The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be

appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

25. **DISADVANTAGED BUSINESS ENTERPRISE:** In the performance of this agreement, the Subrecipient shall cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.
26. **PROMPT PAYMENT:** Payment of invoices by the Subrecipient shall be within 20 days of Receipt as required by NDDOT's Prompt Payment Special Provision.
27. **DISABILITY:** The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.
28. **DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.
29. **AUDITS:**
- a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend less than \$1,000,000 in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
 - b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.
30. **CONFLICTS OF INTEREST:** No official or employee of a state or any other governmental instrumentality who is authorized in his 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 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 employment or retention by 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 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 NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

31. **MANDATORY DISCLOSURES:** An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733). Disclosures shall be in accordance with 2 CFR 200.113.
32. **INDEMNIFICATION:** The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.
33. **PERSONNEL:** The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.
34. **DISCLAIMER:** The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: "The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation."
35. **COMPLIANCE WITH LAW:** In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the State of that or any other provision.
36. **TELECOMMUNICATIONS CERTIFICATION:** By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

37. **CYBERSECURITY:** The subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information in accordance with 2 CFR 200.303.
38. **BYRD ANTI-LOBBYING AMENDMENT:** (31 USC 1352) Subrecipients that apply or bid for an award exceeding \$100,000 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 USC 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.
39. **DEBARMENT AND SUSPENSION:** The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:
- a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
 - b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
 - c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.
40. **GOVERNING LAW AND VENUE:** Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
41. **MERGER AND WAIVER:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such

waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

42. **OWNERSHIP OF WORK PRODUCT:** All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.

43. **NOTICE:** 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.

_____	_____
_____	North Dakota Dept. of Transportation
_____	Local Government Division
_____	608 East Boulevard Avenue
_____	Bismarck, ND 58505-0700

44. **ADDITIONAL FEDERAL CLAUSES:** The Contractor must comply with all provisions in Appendix B, which is attached and incorporated by reference herein.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

DATE

* Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-25

CERTIFICATION OF LOCAL MATCH

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

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

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

MPO (TYPE OR PRINT)

APPROVED:

Subrecipient of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Policy Board Chairperson

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS

23 CFR 635.410

- (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- (b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- (c) (1) A State may request a waiver of the provisions of this section if;
 - (i) The application of those provisions would be inconsistent with the public interest; or
 - (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
- (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
- (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
- (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

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- (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
- (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
- (7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- (d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

41 CFR 60-1.4(b) 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 actions 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

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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.

* * * * *

- (c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*
- (d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*
- (e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*
- (f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

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.”

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

49 CFR 26

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be

treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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)

Appendix B

- (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.

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

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

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required are **\$500,000 per person** and **\$2,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) 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. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of 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 State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

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

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

RM Consulted 2007
Revised 07-23



To: Policy Board
From: Aiden Jung and Karissa Pavak
Date: November 13, 2025
Re: **2025 Metro Profile**

The latest Metropolitan Profile is now complete. This annual report is prepared by Metro COG to provide a snapshot of the Fargo-Moorhead metropolitan area based on data collected from 2024. For this year, staff added an additional chapter to the report. The Metro Profile is divided into six sections (community profile, roadways, freight, bike & pedestrian, transit and system performance) with metrics to be continually tracked in the future to identify larger trends.

The draft document was distributed to Transportation Technical Committee members on October 10 for review and comment. At their meeting on November 13, the Transportation Technical Committee unanimously recommended approval of the 2025 Metropolitan Profile to the Policy Board.

Requested Action: Approval of the final draft of the 2025 Metropolitan Profile

METRO PROFILE 2025

Annual Report for the Fargo-Moorhead Metropolitan Area



PREPARED BY
METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Draft: 11/06/2025
One 2nd Street N, Suite 232
Fargo, ND 58102
www.fmmetrocog.org



The preparation of this document was funded in part by the United States Department of Transportation with funding administered through the North Dakota and Minnesota Departments of Transportation, the Federal Highway Administration and the Federal Transit Administration. Additional funding was provided through local contributions from the governments of Fargo, West Fargo, Horace, and Cass County in North Dakota; and Moorhead, Dilworth, and Clay County in Minnesota. The United States government and the states of North Dakota and Minnesota assume no liability for the contents or use thereof.

This document does not constitute a standard, specification, or regulation. The United States Government, the states of North Dakota and Minnesota, and the Fargo-Moorhead Metropolitan Council of Governments do not endorse products or manufacturers. Trade or manufacturers' names may appear therein only because they are considered essential to the objective of this document.

Dear Interested Persons, Stakeholders, Jurisdictions, Agencies and Organizations

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is pleased to present the 2025 Metropolitan Profile: Annual Report for the Fargo-Moorhead Metropolitan Area. This document is previously known as the Surveillance and Monitoring Report for the Fargo-Moorhead Metropolitan Area. **The data presented within this Profile pertains to the 2024 calendar year (January 1, 2024 through December 31, 2024).**

Metro COG began producing the Metropolitan Transportation Surveillance and Monitoring Report in 1981. Over time, this document has taken various forms in order to ensure compliance and compatibility with relevant surface transportation authorization, such as the Infrastructure Investment and Jobs Act (IIJA). The Metro Profile has become an essential performance management tracking tool.

The profile is structured to document and monitor the following:

- (a) Changes to the transportation system;
- (b) Demographic and socioeconomic conditions;
- (c) Changes in land use patterns and/or development patterns;
- (d) Accuracy of projections/assumptions made within the Metropolitan Transportation Plan (MTP); and
- (e) Implementation of the Transportation Improvement Program (TIP).

The Metro COG Policy Board believes this data to be critical to both accurately represent the state of the transportation network and to maintain and to implement elements of the Metropolitan Transportation Planning Program, such as the TIP, MTP, and regional Travel Demand Model (TDM).

It is Metro COG's goal to continue to enhance the ease and accuracy of collecting and reporting metropolitan transportation data; as well as improving accessibility to this information for all interested persons and stakeholders.

Any questions or comments on the content of this document should be directed to Metro COG. Supporting plans, studies, and other transportation data for the Fargo-Moorhead Metropolitan Area is available by contacting Aiden Jung or Karissa Pavek by email at jung@fmmetrocog.org/pavek@fmmetrocog.org, or visiting Metro COG's website at www.fmmetrocog.org.

Jenny Mongeau

Chair, Metro COG Policy Board

Ben Griffith, AICP

Executive Director, Metro COG



1503

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INTRODUCTION

Who is Metro COG?

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is both the designated Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo-Moorhead Metropolitan Area. An MPO is a transportation policy-making organization comprised of representatives from local government and transportation authorities. The Federal Surface Transportation Assistance Act of 1973 requires the formation of an MPO for any urbanized area with a population greater than 50,000. MPOs ensure that existing and future expenditures for transportation projects and programs are based on a comprehensive, cooperative, and continuing planning process, known as the “3-C” process.

In June of 2023, Metro COG became a designated Transportation Management Area (TMA). A TMA is an urbanized area with a population of greater than 200,000 people that is designated by the US Secretary of Transportation. With the new TMA status, Metro COG will have a stronger role in setting priorities for transportation improvement projects.

What is the Metro Profile?

The Metro Profile is an annual report that provides a snapshot of the Fargo-Moorhead metro area based on data from the previous year. The Metropolitan Profile is separated into six chapters, each of which focus on trends affecting the development patterns and transportation network of the Fargo-Moorhead MPA. Together the chapters provide a comprehensive snapshot of the conditions and trends affecting the metro area based on 2024 data.

The chapters are grouped into two sections:

Community Profile

Transportation

The Transportation section encompasses topics focused on the:

Roadway System

Freight & Interstate Travel

Bicycle & Pedestrian Network

Local & Regional Transit

System Performance

Within each of these chapters are metrics that Metro COG tracks from year to year. These metrics are used to track progress towards goals set in the Metropolitan Transportation Plan (MTP). The goals in the MTP are developed with Metro COG’s vision, mission, and core functions in mind.



JURISDICTIONS

NORTH DAKOTA

CASS COUNTY 1,768 SQ. MILES

FARGO 51.59 SQ. MILES

WEST FARGO 16.41 SQ. MILES

HORACE 12.70 SQ. MILES

CASSELTON 2.18 SQ. MILES

HARWOOD 1.31 SQ. MILES

MAPLETON 1.51 SQ. MILES

MINNESOTA

CLAY COUNTY 1,053 SQ. MILES

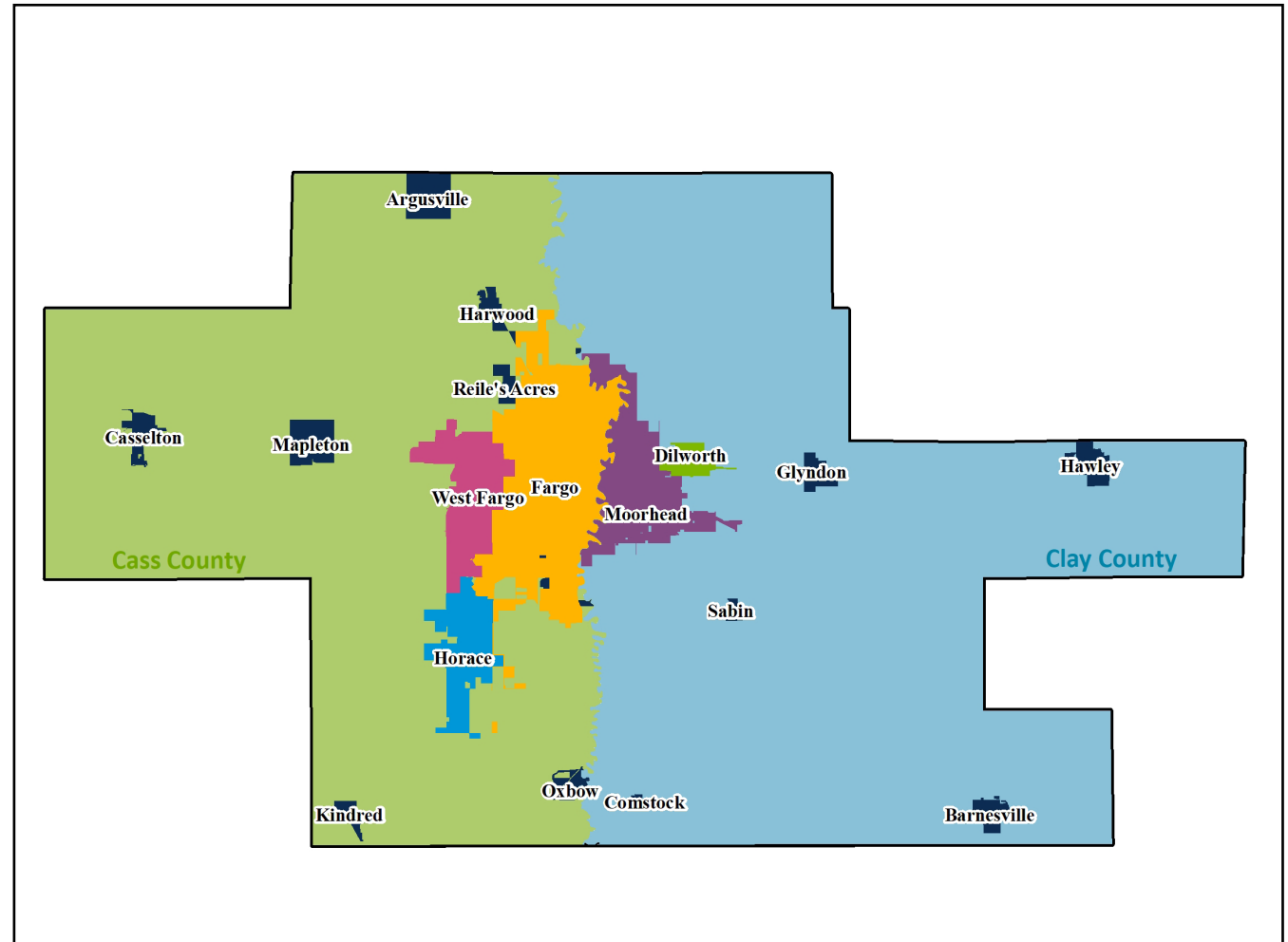
MOORHEAD 22.32 SQ. MILES

DILWORTH 3.46 SQ. MILES

BARNESVILLE 2.00 SQ. MILES

GLYNDON 1.59 SQ. MILES

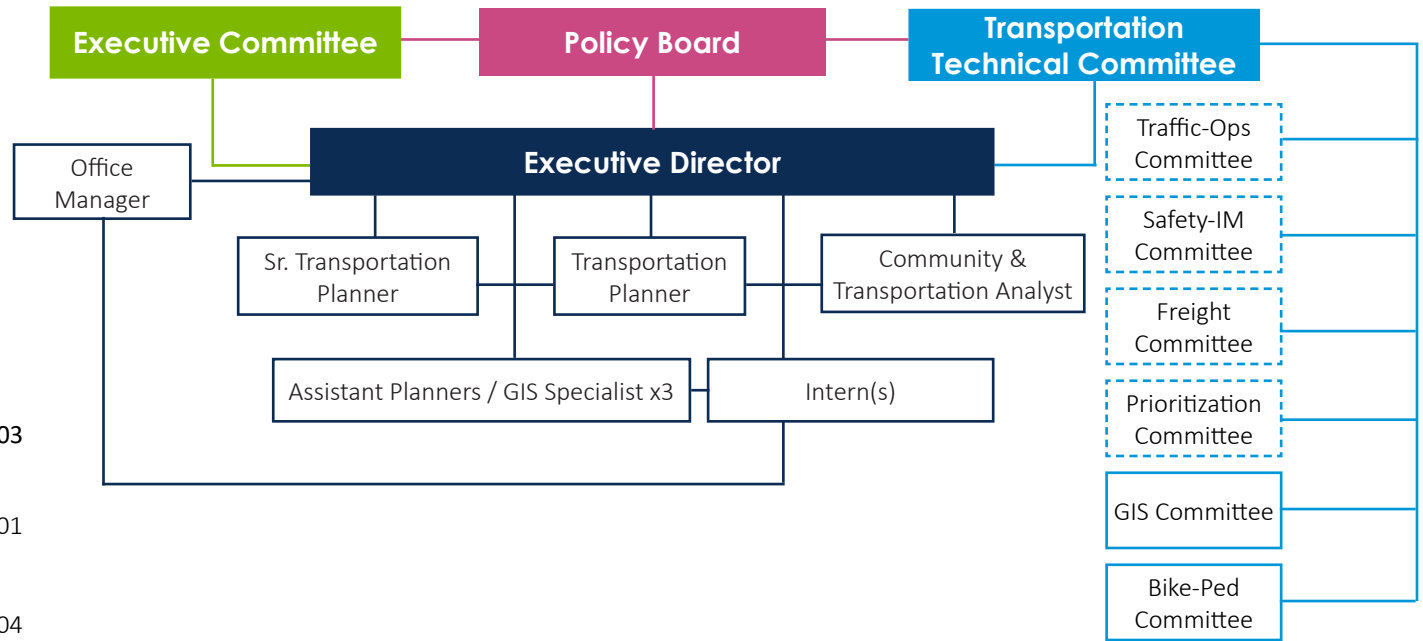
HAWLEY 2.62 SQ. MILES



***2024 INFORMATION WAS USED IN 2025 METRO PROFILE**

NOTE: Jurisdiction acreage was calculated from the GIS information provided by each jurisdiction. Associate Jurisdictions are depicted in navy, while the Member Jurisdictions are color coded by pink, purple, greens, bright blues, or yellow.

STAFF ORGANIZATIONAL CHART



Metro COG
701.532.5100

Executive Director
Ben Griffith 701.532.5103

Office Manager
Angela Brumbaugh 701.532.5101

Senior Transportation Planner
Michael Maddox 701.532.5104

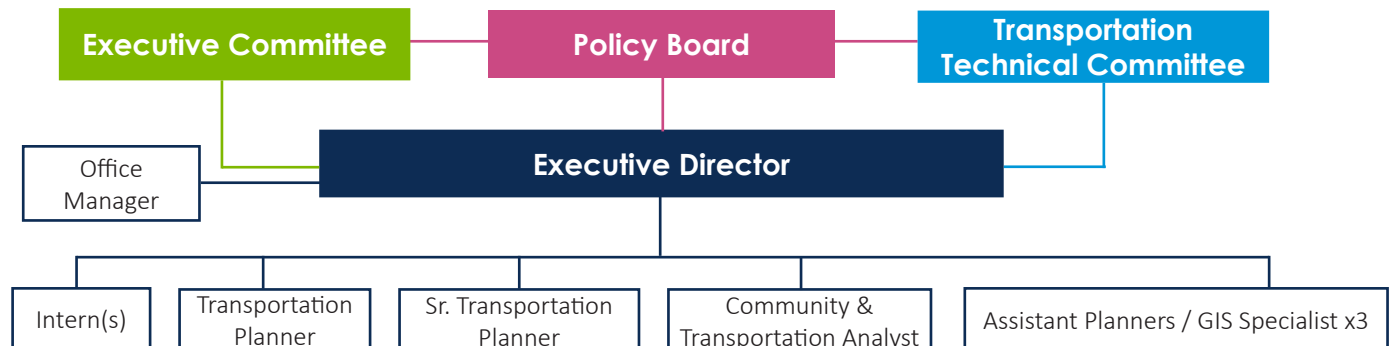
Transportation Planner
Dan Farnsworth 701.532.5106

Community & Transportation Analyst
Adam Altenburg 701.532.5105

Assistant Planner / Transit
Aiden Jung 701.532.5102

GIS Specialist / Assistant Planner
Karissa Pavek 701.532.5110

PROJECT ORGANIZATIONAL CHART



----- Committees that do not meet regularly or those that are called upon as needed.





MISSION & CORE FUNCTIONS

Mission

1. Harmonize the activities of federal, state, and local agencies
 2. Render technical assistance
 3. Encourage public participation in the development of the area
-

Core Functions

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the safety of the transportation system for motorized and non-motorized users.
- Increase the security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility for people and freight.
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- Promote efficient system management and operation.
- Emphasize the preservation of the existing transportation system.
- Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation.
- Enhance travel and tourism.

EXECUTIVE SUMMARY

The Fargo-Moorhead Metropolitan Statistical Area (MSA) continued its positive economic trajectory in 2024. This growth is highlighted by Hector International Airport reporting its highest passenger volume of all time, marking a significant milestone for the region.

Demographic Highlights

The FM Metro experienced faster population growth than the national average in 2024, with Horace seeing a particularly high rate of expansion. The population remains younger and more educated than the national average, largely due to the presence of multiple higher education institutions in the region.

The region is also becoming increasingly diverse, although it still has lower rates of foreign-born residents and fewer individuals speaking a language other than English at home compared to national figures. While diversification is happening, regional demographic shifts are occurring at a slower pace than national trends.

Economics

In 2024, the Fargo-Moorhead Metro area was ranked second in the nation for the lowest unemployment rate, tied with Burlington, Vermont. While median household incomes in the region increased, they still remain below the national average. At the same time, the regional poverty rate rose, bringing it closer to the national level.

Transportation

In 2024, both vehicle miles traveled (VMT) and VMT per capita declined in the Fargo-Moorhead Metro. Average commute times also decreased compared to 2023. The region welcomed several large freight-generating facilities, which contributed to an increase in average daily truck traffic and improved truck travel time reliability. Despite these improvements in ground freight movement, air cargo volumes continued to decline.

Public transportation and air travel also saw notable developments. Amtrak's Empire Builder improved its on-time performance and experienced a significant increase in passenger ridership. Hector International Airport saw growth in both enplanements and total air passengers, making 2024 the busiest year on record for the facility. MATBUS ridership increased across all jurisdictions, although ridership from Concordia College declined.

In 2024, bike and pedestrian activity in the Fargo-Moorhead Metro saw an overall increase compared to previous years. Supporting this trend, Metro COG expanded its data collection capabilities by adding seven new counters throughout the area, enhancing its ability to monitor and analyze non-motorized transportation patterns.

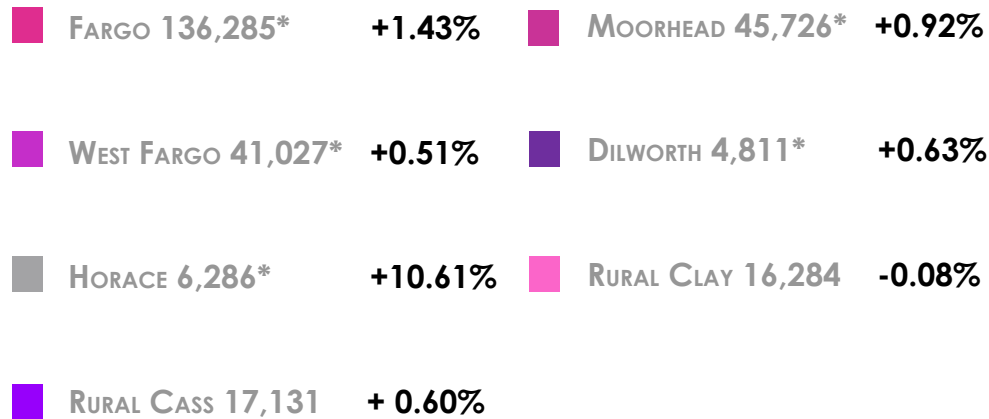


COMMUNITY PROFILE

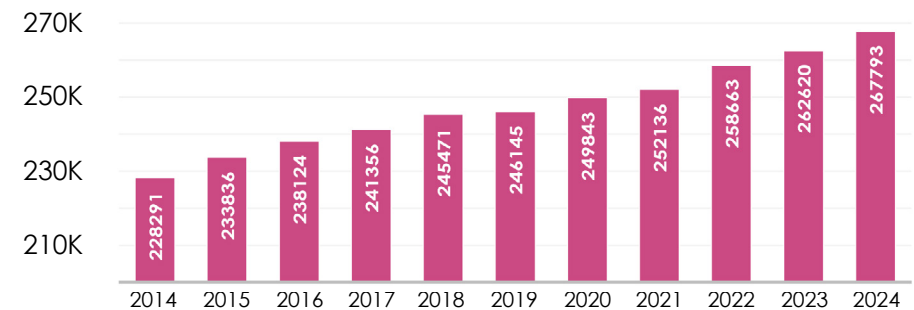
Overview



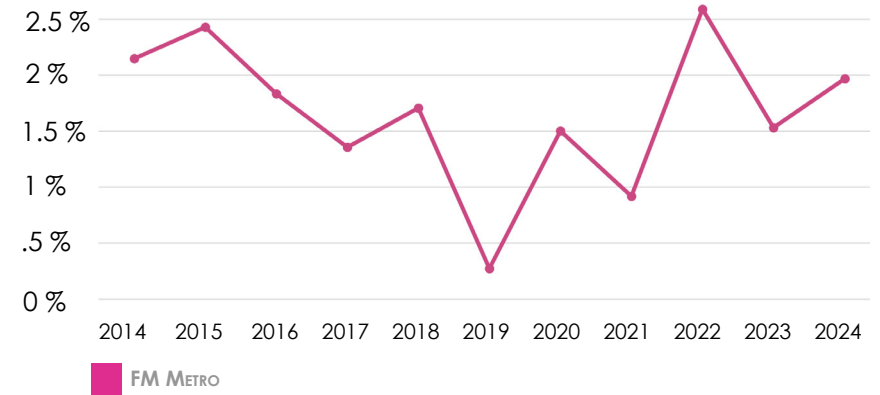
Population & Growth by Jurisdiction



2014 - 2024 FM MSA Annual Population Growth



2014 - 2024 Population Growth by %

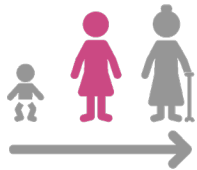


* 2024 American Community Survey (ACS) 1-year estimates

Sources in this section: Census data, American Community Survey (ACS) estimates, Federal Reserve Bank, Home Builders Association of Fargo-Moorhead

COMMUNITY PROFILE

Demographics



Median age

FM MSA

34.2 +3.8%

United States

39.2 yrs



Bachelor's degree or higher

25 Years and Over

FM MSA

50.3% +7.4%

United States

40.9%



Speaks a language other than English at home*

FM MSA

8.3% +1.4%

United States

23.0%



Foreign born

FM MSA

6.8% +0.9%

United States

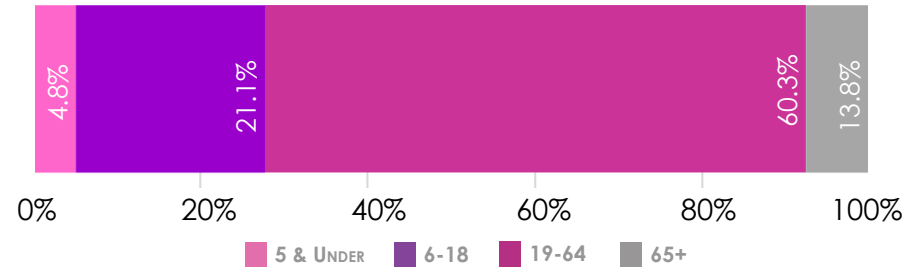
14.8%

Age distribution

United States

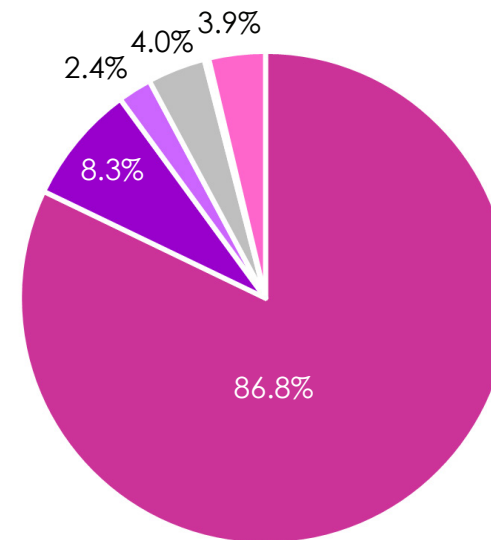


FM MSA

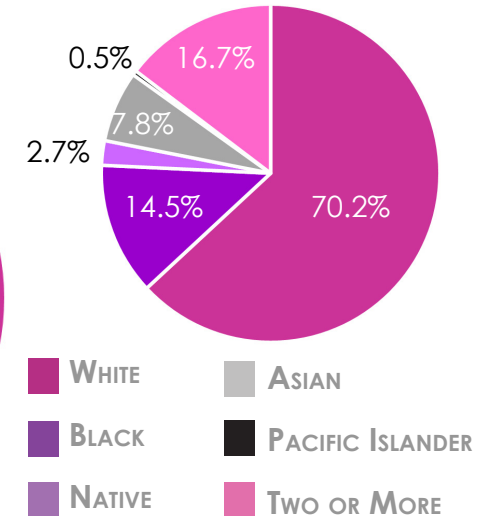


Racial composition*

FM MSA



United States



+ / - Designates change from previous year

* 2024 ACS 1-year estimates

COMMUNITY PROFILE

Employment



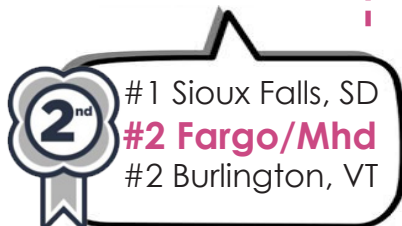
Unemployment rate in 2024

FM MSA

2.20% +0.39%

United States

4.60%



Percent in labor force*

FM MSA

73.7% -1.2%

United States

64.0%



Median household income*

FM MSA

\$76,945 +4.3%

United States

\$81,604



Percent in poverty*

FM MSA

11.8% +0.0%

United States

12.5%



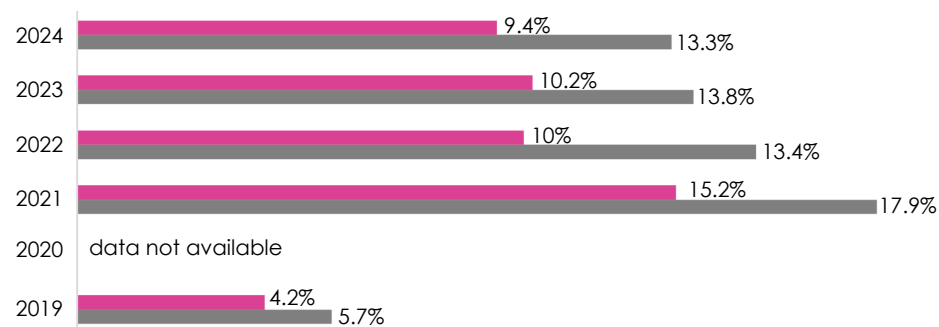
Worked from home

FM MSA

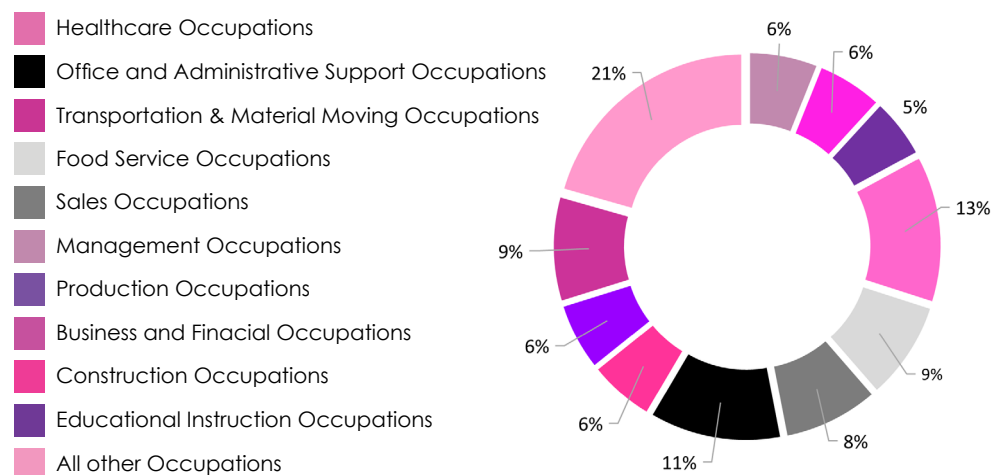
9.4% -0.80%

United States

13.3%



Top 10 occupations ranked by employment



+ / - Designates change from previous year

*2024 American Community Survey (ACS) 1-year estimates

NOTE: For full industry titles and more comprehensive economic profile, see "Community Profile" in Additional Resources.

COMMUNITY PROFILE

Housing



119,974

Housing units metro wide

Average household size

FM MSA
2.19 -.08% | **United States**
2.50

Owner-occupied rate[^]

FM MSA
53.4% -1.6% | **United States**
65.3%



931

Building permits
issued in 2024

925 | **New single-family**
Permits

6 | **New multi-family**
Permits [& 554 units]

+ / - Designates change from previous year

* fred.stlouisfred.org

*2024 American Community Survey (ACS) 1-year estimates

2024 30-Yr Fixed Mortgage*

Average

6.63% -0.18% from 2023

Median Home Price*

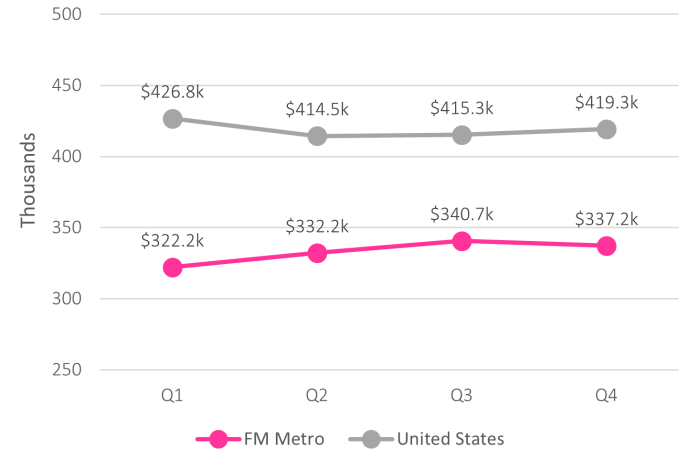
\$333,075

+ \$10,642 from 2023

Average Rent (3 bedroom)*

\$1,203 -\$17 from 2023

2024 Median Household Price*



NOTE: House prices may not be reflective of additional special assessment costs

New single-family Permits

+291 Fargo
+229 West Fargo
+289 Horace
+74 Moorhead
+5 Dilworth
+37 Associate Jurisdictions

New multi-family Permits & Units

+4 [401] Fargo
+0 West Fargo
+0 Horace
+2 [155] Moorhead
+0 Dilworth
+0 Associate Jurisdictions

NOTE: For more in-depth information, see "Permits Plus" in Additional Resources.

ROADWAYS

Overview



Vehicle miles traveled (VMT)*

2.43 billion (-1.8%)

FM Area Auto Travel Time Reliability*

*Some reliability data is not included in this year's Metro Profile due to Metro COG's loss of access to the National Performance Management Research Data Set (NPMRDS), our primary source for this information. We are exploring options to restore or replace this data in future editions.

VMT per capita

FM Metro
9,100

- 351 from 2023

United States**
9,592

Average Daily VMT per capita

FM Metro
24.93

United States
26.28

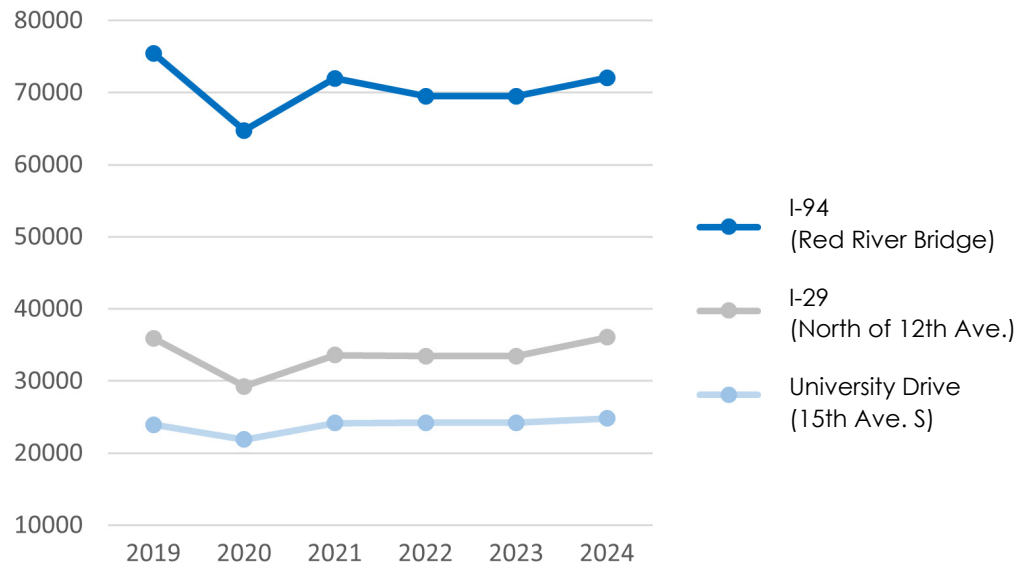
Average commute time in minutes^

FM Metro
17.1

United States
27.2



Average Daily Traffic on I-94, I-29 and University Drive



^2024 American Community Survey (ACS) 1-year estimates

*VMT is based on county level data from NDDOT, MNDOT, Urban SDK

** ST Louis FRED

ROADWAYS

Projects



Top 2024 Federal Fiscal Year Funded TIP Projects

11th St. Underpass (8210019)
 32nd Ave. Reconstruction (4210002)
 Metro Transit Garage Expansion (4240021)
 Transit Operating Assistance (4210001)

Number of TIP Projects in 2024

41

Total cost

\$ 196,071,587

Federal funding

\$ 74,146,741

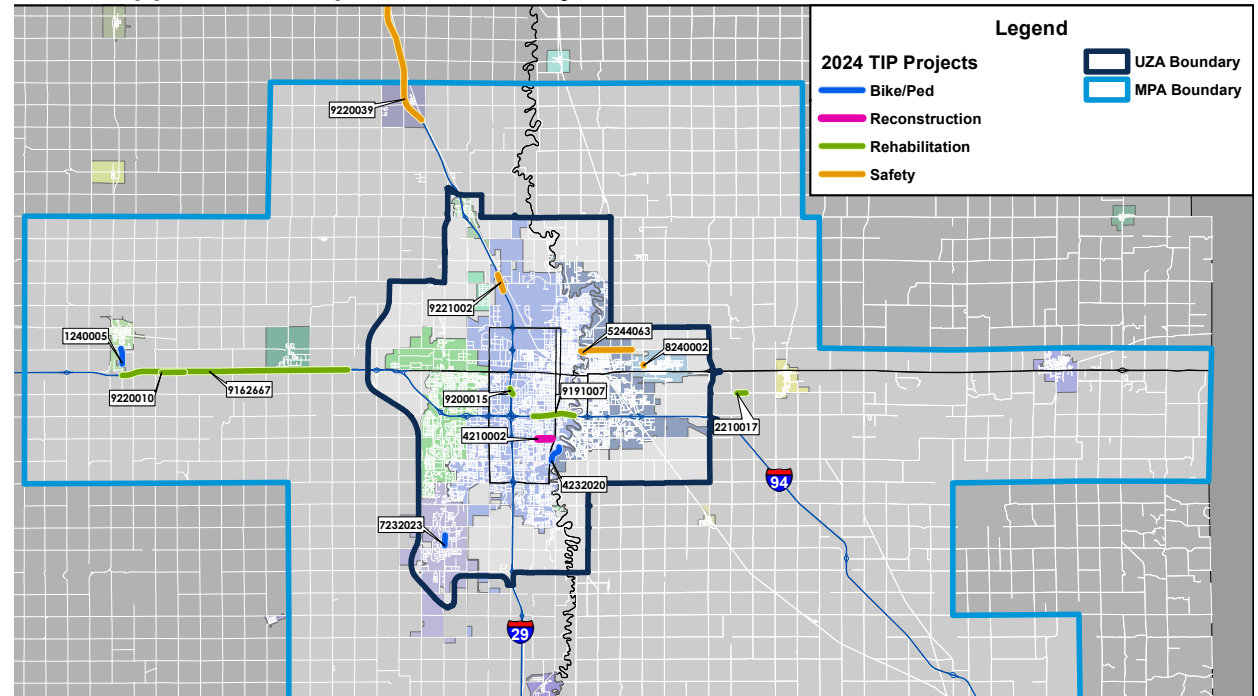
State funding

\$ 94,211,277

Local funding

\$ 27,713,569

2024 Mapped Federally Funded TIP Projects



ROADWAYS

Safety & Pavement Conditions



ND-Side of the FM MPA 2024 safety data

6	Number of fatalities
74	Number of serious injuries
14	Number of non-motorized fatalities and non-motorized serious injuries

MN-Side of the FM MPA 2024 safety data

4	Number of fatalities
8	Number of serious injuries
1	Number of non-motorized fatalities and non-motorized serious injuries

ND-Side of the FM MPA 2023 Pavement Conditions*



76.54%	of Interstate in good condition
0%	of Interstate in poor condition
29.60%	of non-Interstate in good condition
0%	of non-Interstate in poor condition

MN-Side of the FM MPA 2023 Pavement Conditions*

65.31%	of Interstate in good condition
0%	of Interstate in poor condition
49.21%	of non-Interstate in good condition
1.41%	of non-Interstate in poor condition

ND-Side of the FM MPA 2023 Bridge Conditions*



55%	of NHS bridges in good condition
0%	of NHS bridges in poor condition

MN-Side of the FM MPA 2023 Bridge Conditions*

17.39%	of NHS bridges in good condition
13.04%	of NHS bridges in poor condition

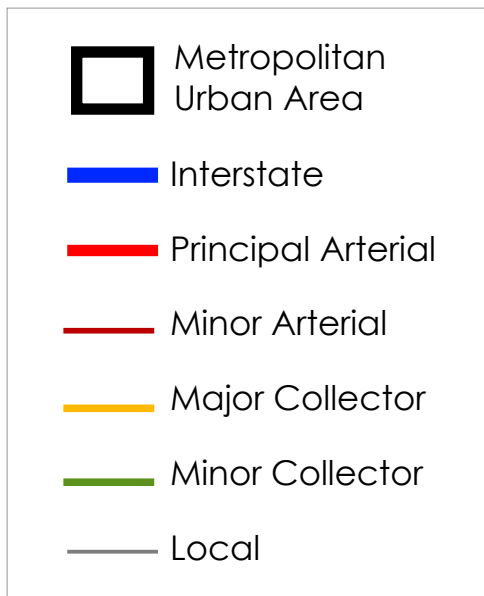
*NOTE: Pavement and bridge conditions reported are based on the NHS system only, and do not represent local roadways.

*NOTE: Pavement and bridge conditions reported in 2025 reflect data collected during the 2023 calendar year.

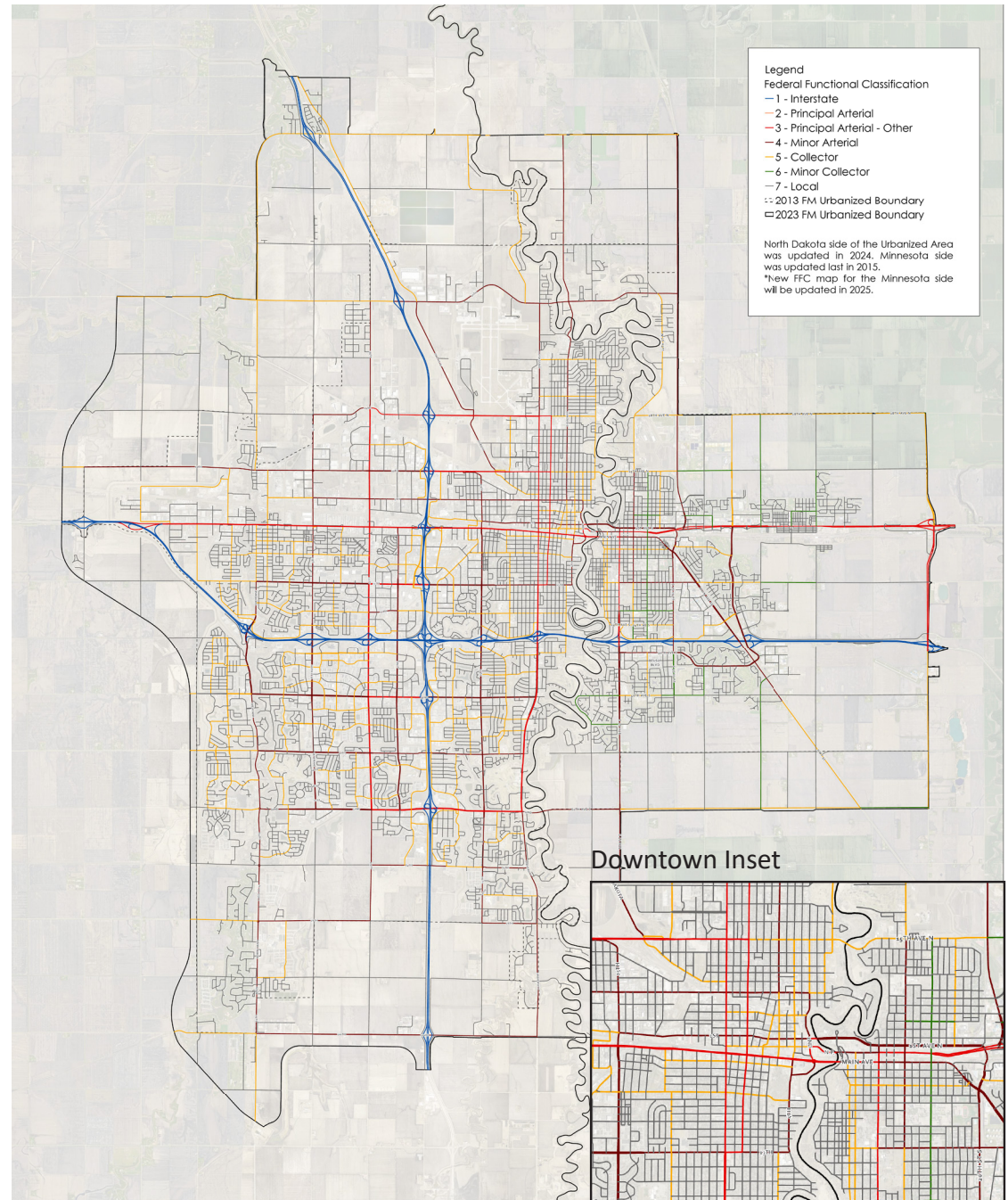
ROADWAYS

Functional Classification

The Federal Functional Classification is assigned to each roadway in the FM urbanized area. The North Dakota side of the UZA was updated in December 2024. The Minnesota side is pending approval from Mndot. It was last updated as a whole in 2015.



For more information regarding functional classification, please see FHWA's [Highway Functional Classification Concepts, Criteria and Procedures 2023 Edition](#).



FREIGHT

Overview

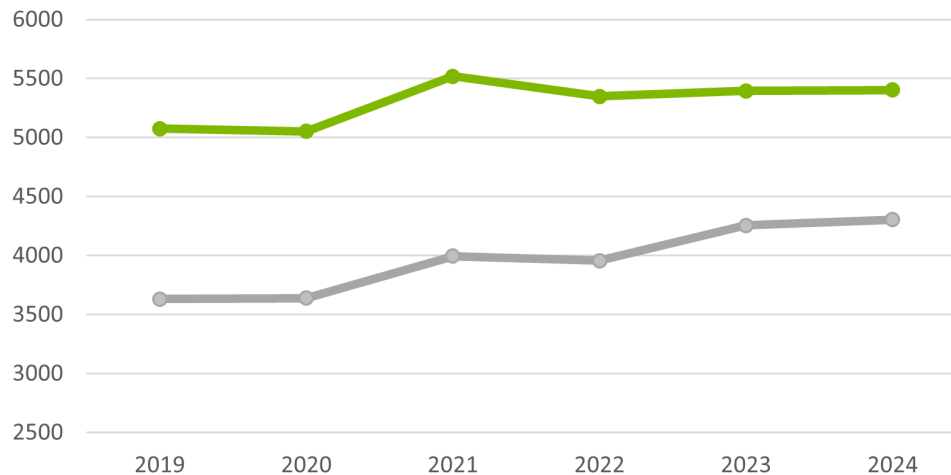


Air cargo total landed weight in 2024 (lbs)
349.3 million

Change from year previous
-14%

In 2024, 5,518 air cargo aircraft landed with a total weight of 349,270,730 pounds. 2024 had a -14% decrease over the previous year. This decline reflects a national downward trend in air cargo, as well as the termination of FedEx's USPS mail contract.

Truck Average Daily Traffic (ADT) on I-94 and I-29



- I-94 / Red River Bridge
- I-29 / North of 12th Ave.



Freight trucks account for **7.4%** off all traffic on Interstate 94*

Freight trucks account for **11.7%** off all traffic on Interstate 29*

New Facilities

Packet Digital (Fargo)

80,000 sq. ft. battery cell plant currently under construction

Border States Industries (Fargo)

350,000 sq. ft. Distribution center in North Fargo

Precision Dental Labs (Fargo)

15,000 sq. ft. headquarters and manufacturing facility

John Deere (Fargo)

84,000 sq. ft. manufacturing facility for electronics

FREIGHT

Travel Time Reliability



Truck Travel Time Reliability Index (TTTR) *

Fargo-Moorhead
MPA

1.19

Minneapolis-St Paul
MPA

1.81

Duluth-Superior
MPA

1.37

FM Area Auto Travel Time Reliability*

*Some reliability data is not included in this year’s Metro Profile due to Metro COG’s loss of access to the National Performance Management Research Data Set (NPMRDS), our primary source for this information. We are exploring options to restore or replace this data in future editions.

TTTR Actual vs Target



Source: NPMRDS*



FREIGHT

Rail and Air



In the spring of 2024, construction on a terminal expansion and parking garage began. The parking garage is planned to be complete August 2025, with the terminal expansion and renovation complete in 2027.

2024 was the **busiest** passenger year on record



Fargo Amtrak Station
Ridership in 2024

19,986

Change from 2023

+13.91%

FAR Air Passengers
in 2024

1,092,836

Change from 2023

+6.0%

Empire Builder
Passengers in 2024

387,953

Change from 2023

+11.2%

FAR Enplanements
(Boarding) in 2024

546,787

Change from 2023

+6.0%

Hector International Airport
broke enplanement records for 12
consecutive months in 2024.

NOTE: For more information, see "Hector International Airport Year-End Statistics" in Additional Resources.

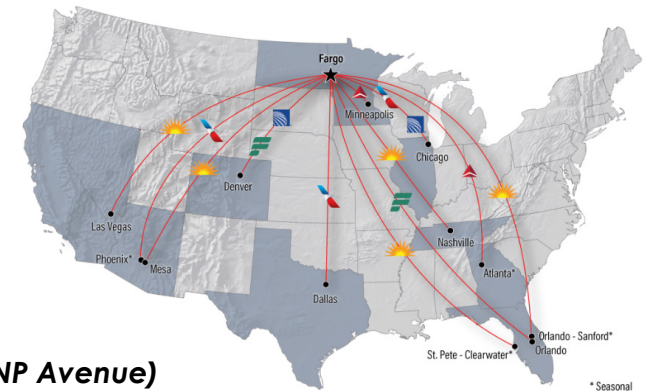
Empire Builder 2024
On-time Performance

55.5%

Change from 2023

+4.50%

Direct Flights from Hector International Airport



Trains per Day, FRA Crossing Inventory Data (December 2024)

8 Thru Freight Trains & **2** Passenger Trains (Empire Builder)
Crossing #070839F, Roberts Street, Fargo

26 Thru Freight Trains
Crossing #070807A, 4th Street N, Fargo (between Main Avenue and NP Avenue)



NOTE: For more information, see "Fargo Amtrak Station" in Additional Resources.
+/- Designates change from previous year

<https://www.fargoairport.com/fly-with-us/airlines/>

Rail and Air Map

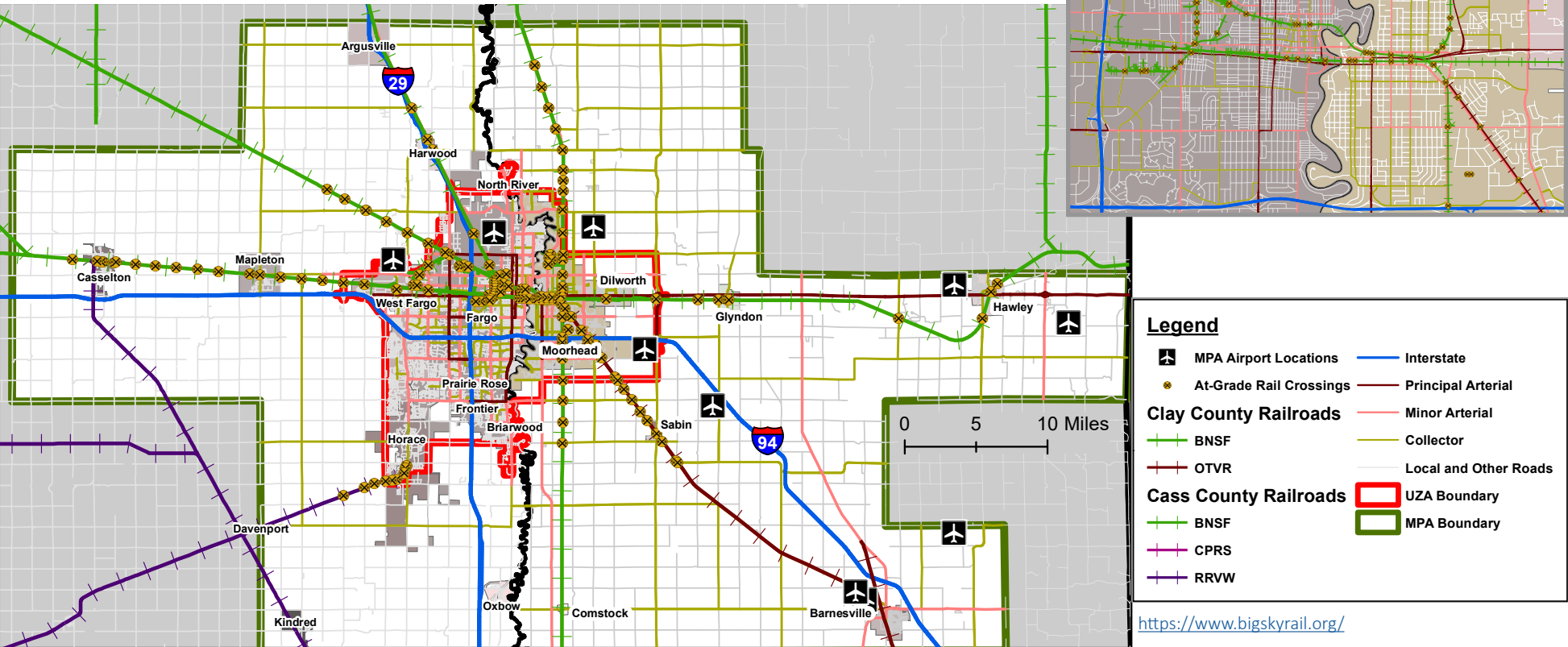
Amtrak Projects & Studies

In 2024 Fargo Amtrak modified it’s station and platform to be ADA compliant.

Big Sky Passenger Rail Authority (BSPRA)

BSPRA continues to lead the expansion and enhancement of passenger rail service throughout the greater northwest region for the development of economic, environmental, social, and comprehensive benefits, now and into the future.

In 2024 the BSPRA was chosen for the Federal Corridor ID and Development Program. To learn more about the BSPRA visit: <https://www.bigskyrail.org/>



BIKE & PEDESTRIAN

In 2024, the Fargo-Moorhead Metro Area saw continued expansion of the Bike & Pedestrian network including Shared Use Paths, and Off-Road Recreation Trails.

During 2024, Metro COG continued work on the Heartland Trail Study

Metro COG's automated counters recorded over **850,000** trips by foot or bike, marking a **4.05%** increase over the previous year.

Area Bikeway Typologies

295 (+8 miles)
Miles of Shared-Use Paths

13
Miles of Signed Roadways

5
Miles of Buffered Bike Lanes

Nearly all 8 miles of new Shared Use Paths built in 2024 were located in the City of Horace

15
Miles of Bike Lanes

12
Miles of Sharrows (shared-lane)

<1
Miles of Separated Bike Lanes

* All Calculations were made using centerline miles from the July 2024 shapefile update

Top 3 Most-Used Corridors

Location	2024 Count	% Change from 2023
Broadway, Downtown Fargo	530,583	+0.40
Lindenwood/Gooseberry Bridge	140,267	+4.80
Milwaukee Trail, Fargo	92,946	+13.20



Safety Overview

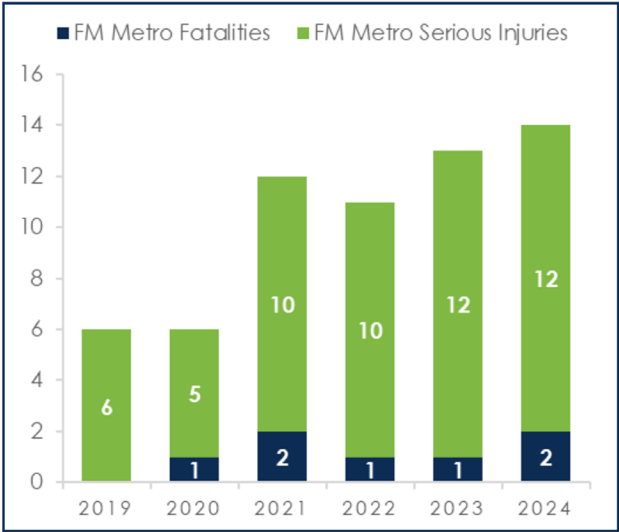
Non-Motorized Incidents

75 Non-Motorized Incidents
59 Possible / Minor Injuries
14 Serious Injuries
2 Fatalities

9/10/24 - Bicycle vs car 40th Ave S / 25th St S
12/23/24 - Pedestrian hit and run 38th St S / 53rd Ave S

52% involved Bicycles
48% involved Pedestrian

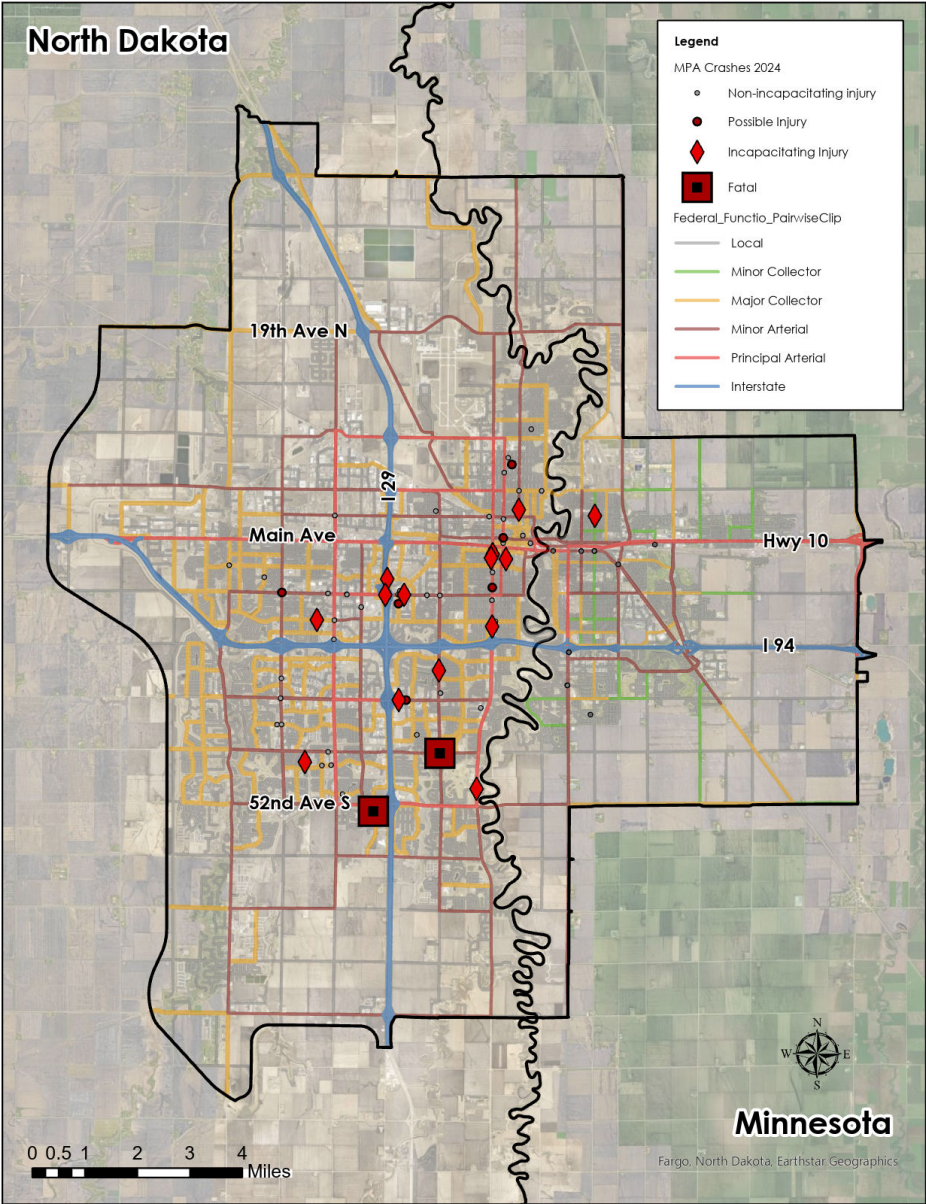
Fatalities & Serious Injury Trends



NOTE: For more information, please see "Performance Measures" in additional resources.

Sources in this section: NDDOT, MnDOT

Non-Motorized Crash Locations

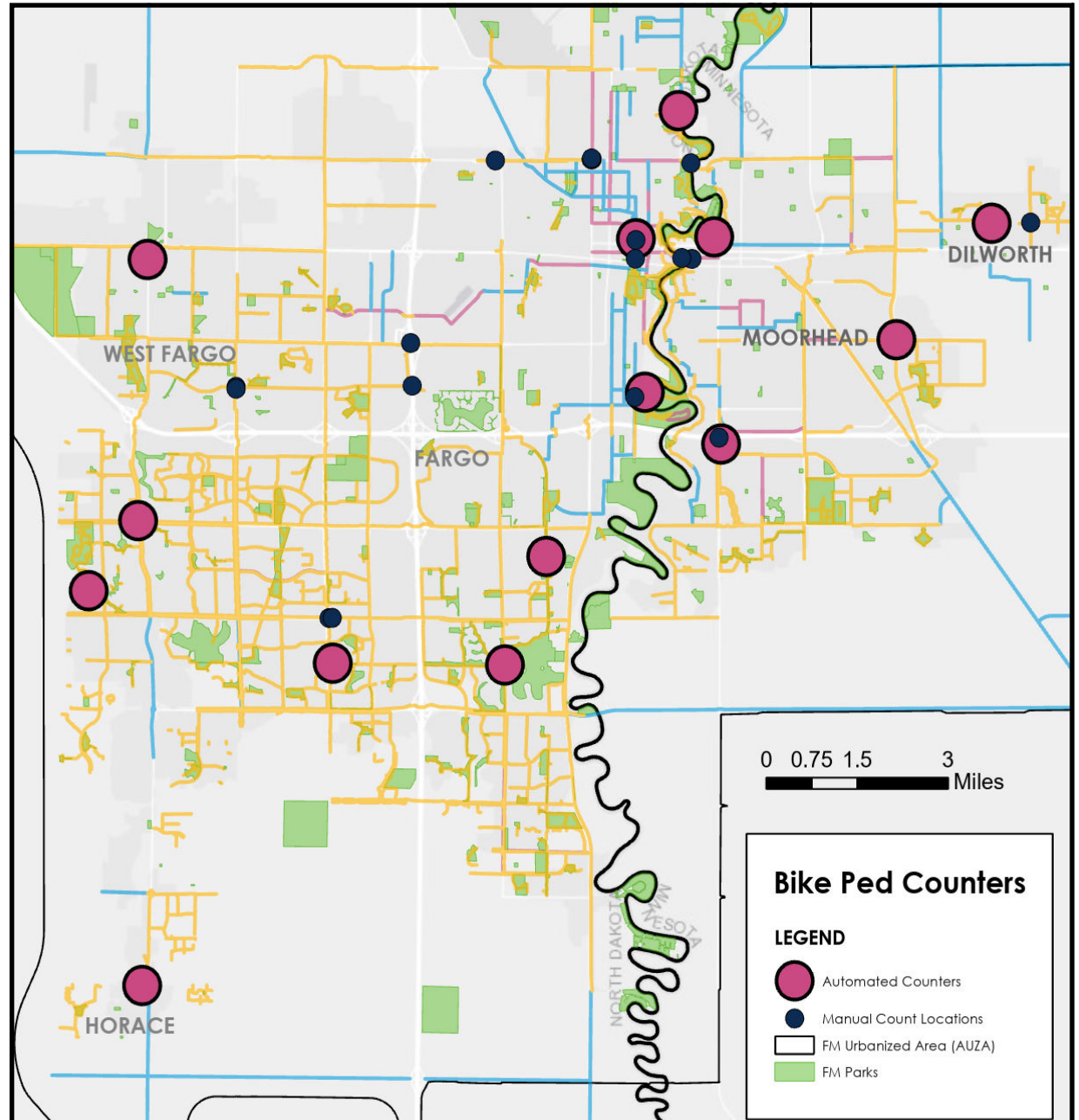


Bike & Pedestrian Counting Program

Metro COG maintains 14 automated bicycle and pedestrian counters strategically located throughout the Metro Area. These devices collect continuous, year-round data on non-motorized travel patterns, providing valuable insight into how people walk and bike throughout the region. This data supports a variety of planning efforts from identifying high use corridors and gaps in the network to evaluating infrastructure improvements.

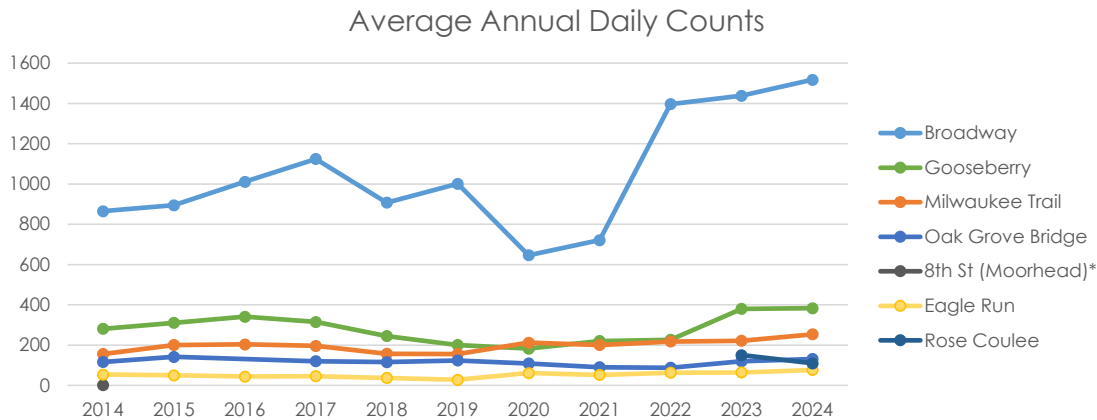
In addition to the automated counters, Metro COG conducts manual counts at 16 locations each year as a part of our ongoing data collection program. These manual counts are essential for capturing bike and pedestrian activity in areas where no permanent counters exist. They also help validate and supplement the automated data, ensuring more accurate counts across the entire system.

NOTE: For more information about the most recent counts, please see "Bike & Ped Count Report" in additional resources.



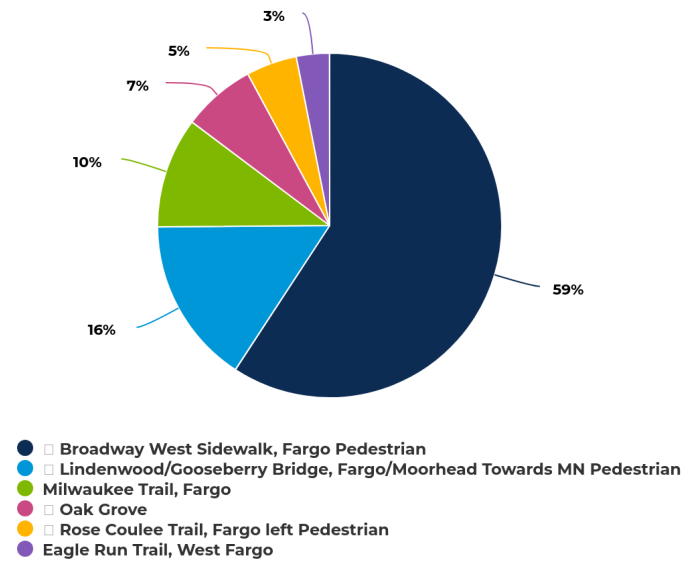
Automated Counters

Pedestrian Counts



NEW ECO-COUNTERS WERE INSTALLED IN 2021/2022, WHICH IS REFLECTED IN THE UPTICK OF COUNTS.

Distribution of counts

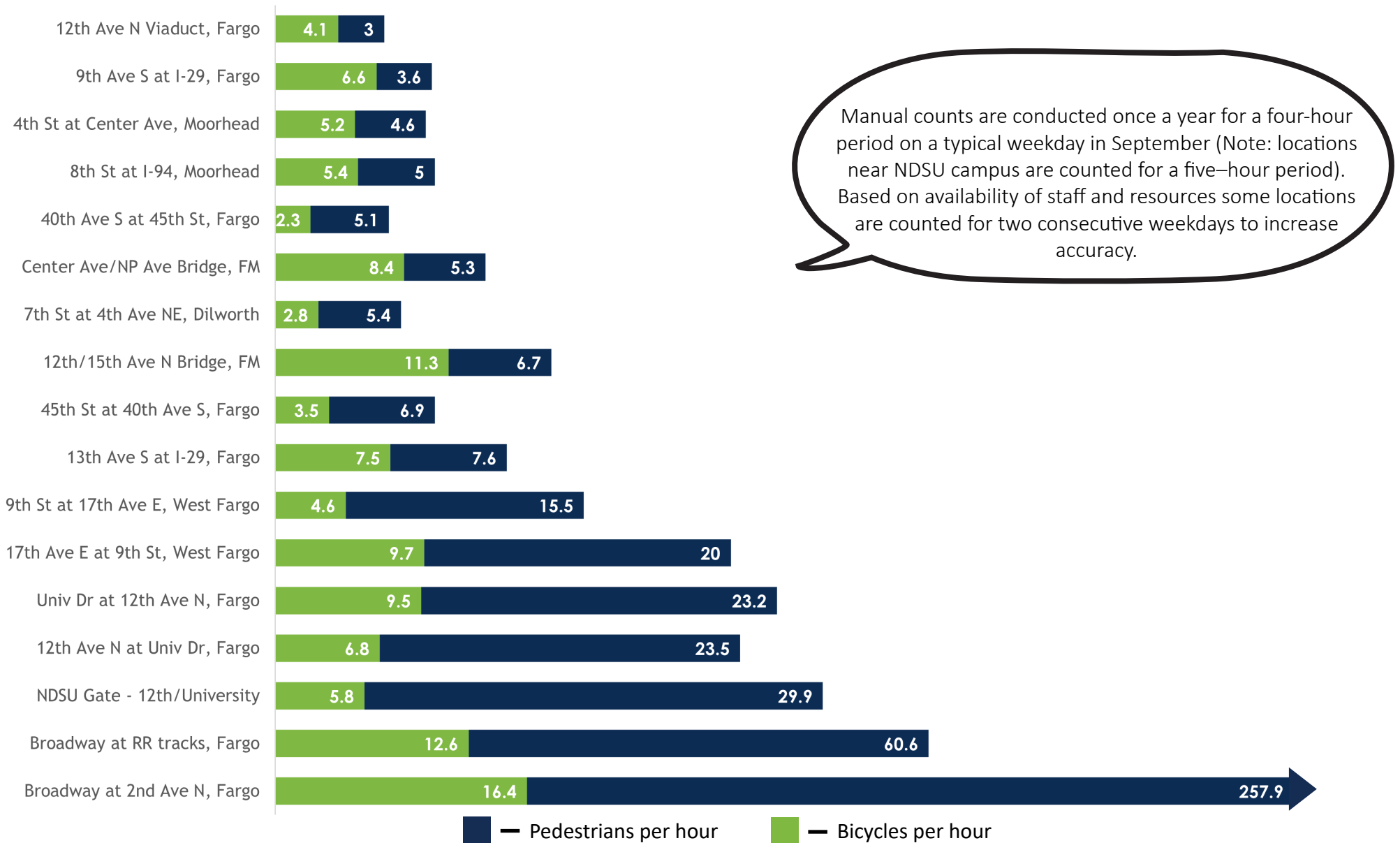


In 2024, Metro COG installed automated bicycle/pedestrian counters at seven new locations in the Fargo-Moorhead area. Since these counters were installed in late 2024, full analysis of the data is not being performed for this year's report. To view the location of these counters, please refer to the full Bike-Ped Count Report. Metro COG is planning to increase the number of counting locations throughout the Metro Area to provide more full picture of the pedestrian and bicycle data.

LOCATION	JURISDICTION	PEAK DAY	PEAK DATE	DAILY PEAK	DAILY AVERAGE	WEEKEND AVERAGE	WEEKDAY AVERAGE
4TH AVE. NE	DILWORTH	SATURDAY	12/28/2024	55	20	28	17
WALL AVE. W	HORACE	SUNDAY	11/17/2024	32	9	12	8
12TH AVE. S	MOORHEAD	FRIDAY	12/12/2024	28	15	9	17
SHEYENNE ST.	WEST FARGO	FRIDAY	12/7/2024	244	109	115	107
32ND AVE. W	WEST FARGO	SUNDAY	11/17/2024	39	12	19	9
ELM ST. N	FARGO	SUNDAY	11/17/2024	138	37	43	35
WOODHAVEN DR. S	FARGO	SATURDAY	12/28/2024	88	29	47	21

Manual Counts

Average Hourly Bike/Pedestrian Counts



TRANSIT

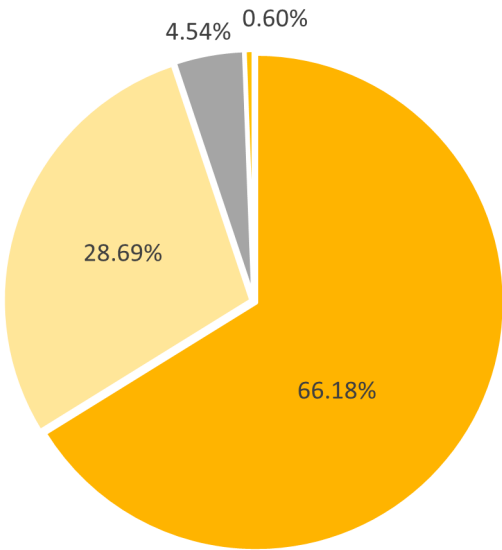
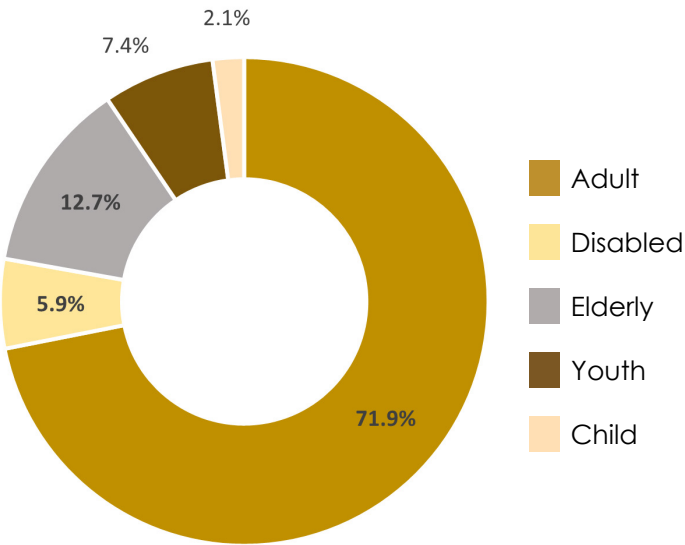
Overview



Change from year previous

+2.2%

Driver shortages have continued to affect MATBUS operations, however, MATBUS was able to extend previously shortened operating hours to 10:15pm. MATBUS has continued to see an increase in ridership since the Covid 19 pandemic.



Passengers in 2024

Fargo/West Fargo	881,197	+3.13%
Moorhead/Dilworth	382,012	+1.89%
Paratransit	60,436	+5.02%
Metro Senior Ride	7,934	-5.26%

University Ridership

NDSU	321,638	+0.03%
MSUM	23,423	+29.02%
Concordia	10,009	-27.95%
M State	13,747	+4.23%

+ / - Designates change from previous year
Sources in this section: MATBUS



Projects & Maps

Route and Service Changes

- ❑ **January, 2024:**
 - ❑ Expanded temporary suspension of bus service due to driver shortage
 - ❑ Reduced Saturday service to end at 8:15 rather than 10:15
 - ❑ Eliminated Saturday service on Routes 6, 9 and 16
- ❑ **March, 2024:**
 - ❑ Reinstated frequency on Route 15 to 15 minutes during peak ridership times, 10 am to 6 pm and reinstated Saturday service on Routes 6 and 9
- ❑ **June, 2024 - Held public hearing and approved permanent changes to:**
 - ❑ End service Monday-Friday at 10:15pm
 - ❑ End service Saturday 8:15pm
 - ❑ Reduce Route 15 to 30 minute frequency from 6:15 am to 9:45 am.
 - ❑ Eliminate Route 32W and Route 36
 - ❑ Reduce Route 33 to 10 minute service all day, from 10 minute service with 7 minute service during peak ridership times
 - ❑ Reduce Route 13 from 30 minute service to 60 minute service on Saturdays only
- ❑ **June, 2024 - Held public hearing to confirm reinstatement of the following routes:**
 - ❑ Restore 15 minute service on Route 11 and Route 14
 - ❑ Resume Saturday service on Route 16
 - ❑ Restore 15 minute service on Route 2 during the MSUM academic year (from 2:30-6:30 pm Monday-Friday)

For full system map scan the QR code:

Individual maps can also be viewed at:
www.matbus.com/routes



August 2024 edition

Marketing

- ❑ Promoted transit to new riders during Try MATBUS Week
- ❑ LinkFM service during the Street Fair, Scandinavian Festival, Frostival, Celtic Festival, Pangea, and Trollwood Mainstage Musical
- ❑ Offered 'Get Your Can on the Bus' promotion during Earth Week
- ❑ Holiday ridership campaign called 'Season of Giving' providing a free ride with the donation of a non-perishable food item

Studies

- ❑ Completed Transit Reorganizational Study project with KLJ
- ❑ Began 2026 - 2030 Transit Development Plan with Bolton & Menk

Fare Changes

- ❑ Approved increase in Connect card replacement fee from \$5 to \$10 effective January 1, 2024



Inventory

Fixed Route Buses	Paratransit	On-Demand	Valley Senior Service
12 Moorhead - 35' - diesel	21 Cutaway buses	2 Cutaway buses	4 Caravans
30 Fargo - 35' - diesel			
2 Fargo - 35' - diesel-electric hybrid			
6 Fargo - 40' - diesel-electric hybrid			

Public Transportation Agency Safety Plan (PTASP)

2024 Safety Performance Metrics*

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events	Safety Events (per 100 thousand VRM)	System Reliability	
							VRM/ Failures	Maintenance within 10% of Scheduled Miles
Fixed Route Bus	0	0	0	0	4	0.31	9,000	90%
On Demand/ADA Paratransit (Senior Ride)	0	0	0	0	0.2	0.06	12,000	90%
Valley Senior Services	0	0	0	0	0	0		

*Based on five year rolling average of National Transit Database reportable safety events

Collisions

Preventable: 27 : +25.9% Unpreventable: 28 : -28.2% Major*: 1 : -66.6%

+ /- Designates change from previous year
Sources in this section: MATBUS

Note: *Collision resulting in serious injury, fatality, or exceeds \$25,000 in damage



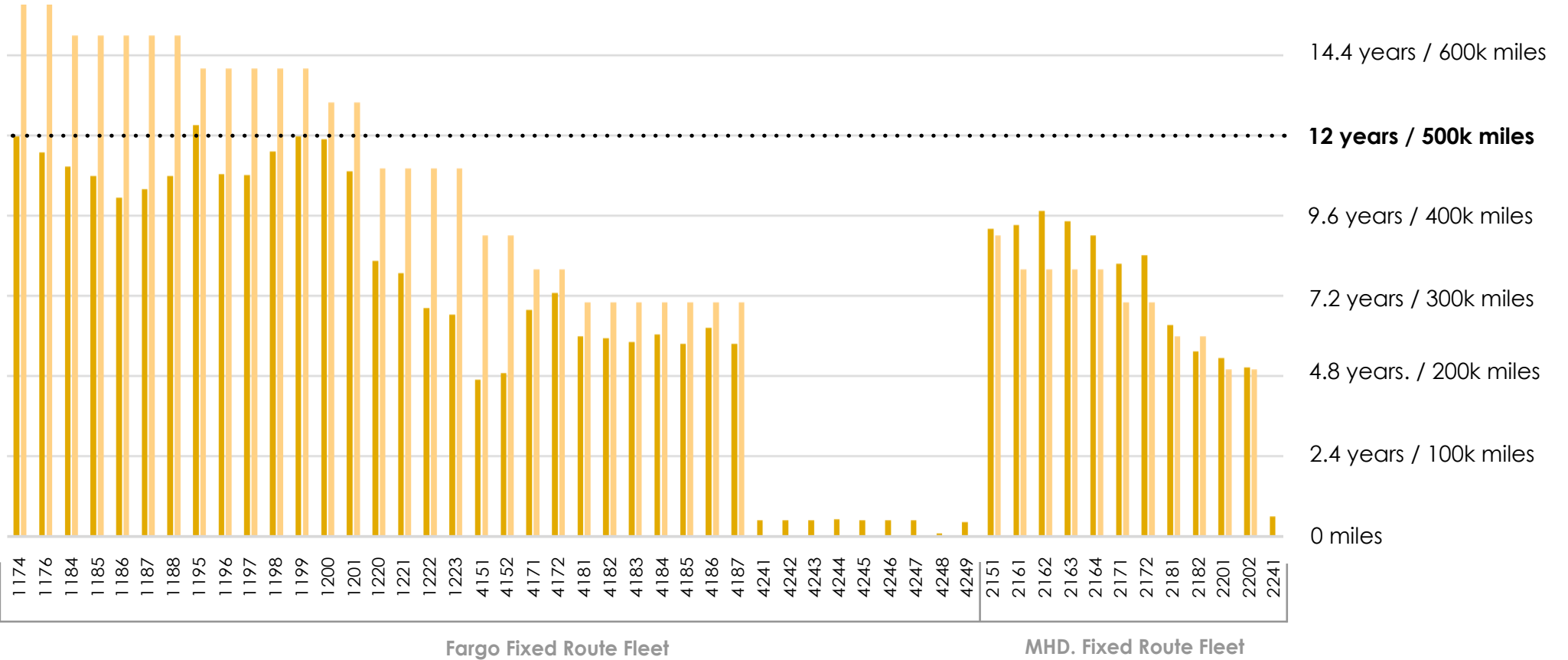
TRANSIT

Vehicle Condition

FLEET BUSES (GREATER THAN 35 FEET)

VEHICLE MILEAGE (THOUSAND) AGE OF VEHICLE (YEARS) FTA REPLACEMENT GUIDELINE

10 Fleet Replacements Ordered in 2022 - All 10 were recieved in 2024



AVERAGE MILEAGE FARGO FLEET 280,294 miles

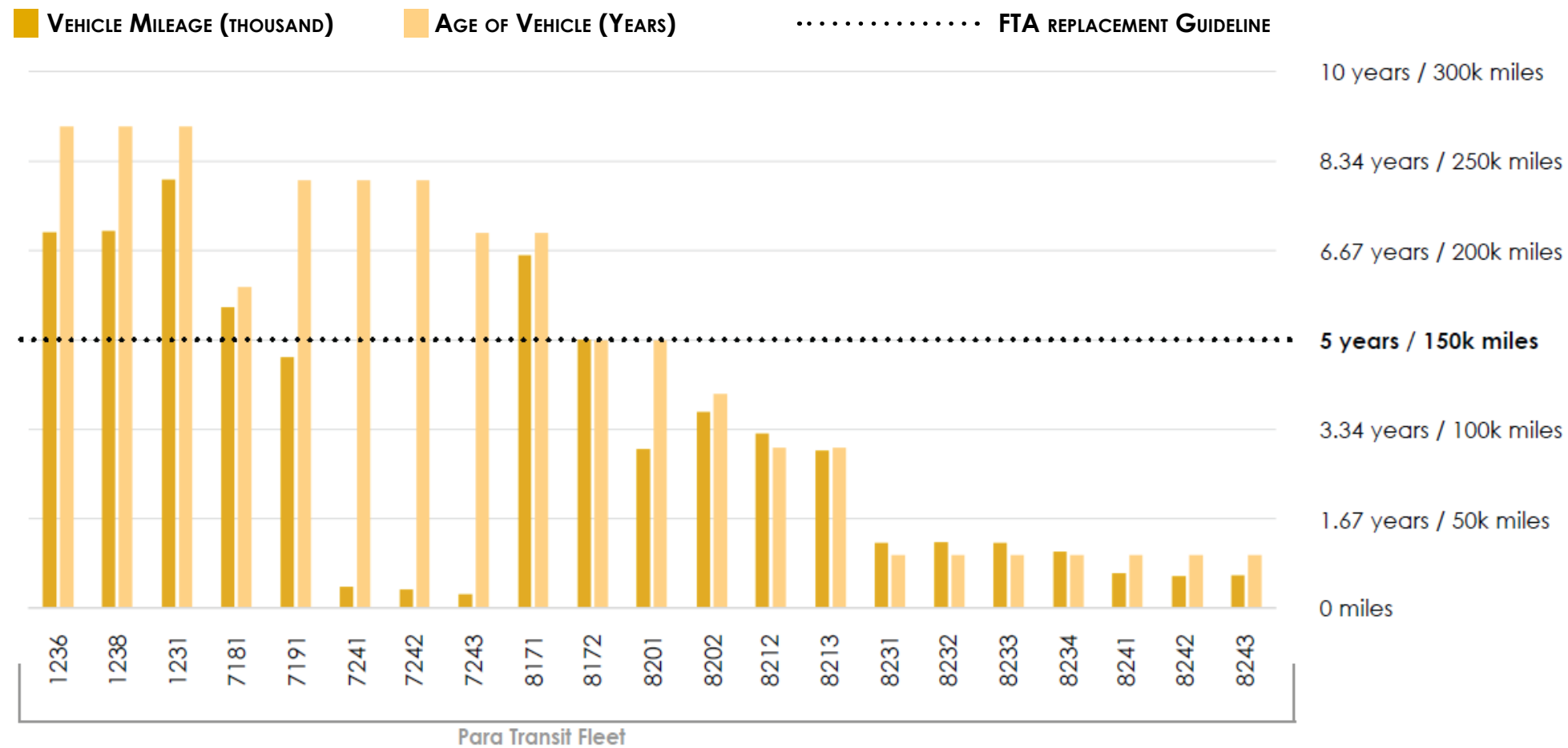
AVERAGE MILEAGE MOORHEAD FLEET 299,369 miles

14 NEED REPLACEMENT

TRANSIT

Vehicle Condition

PARATRANSIT BUSES (LESS THAN 30 FEET)



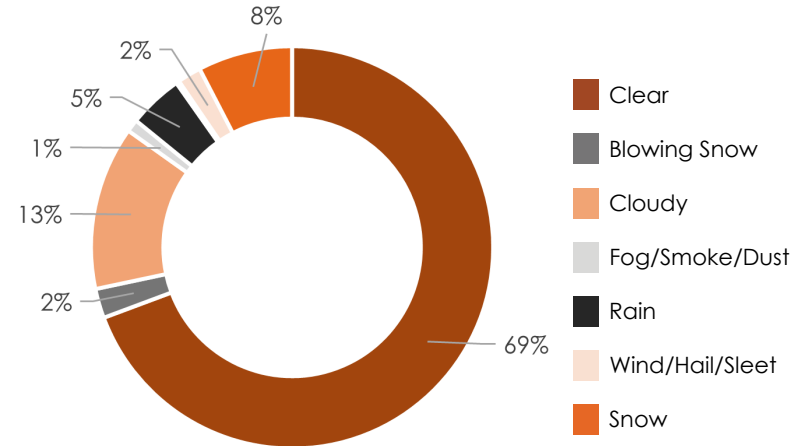
AVERAGE MILEAGE
PARATRANSIT FLEET **111,480 miles**

9 NEED REPLACEMENT

Sources in this section: MATBUS

SYSTEM PERFORMANCE

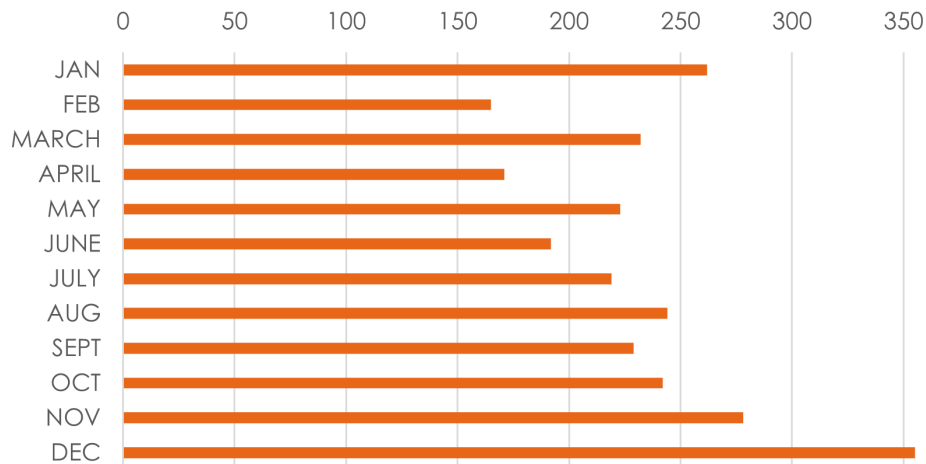
Metro COG tracks how well the transportation system is working across the metro area. This includes looking at traffic flow, travel times, safety, on-time performance, and mode share. By studying these trends each year, we can see what's working well, where problems are forming, and what areas need improvement. This helps us make smarter decisions about future projects and investments that keep people and goods moving safely and efficiently.



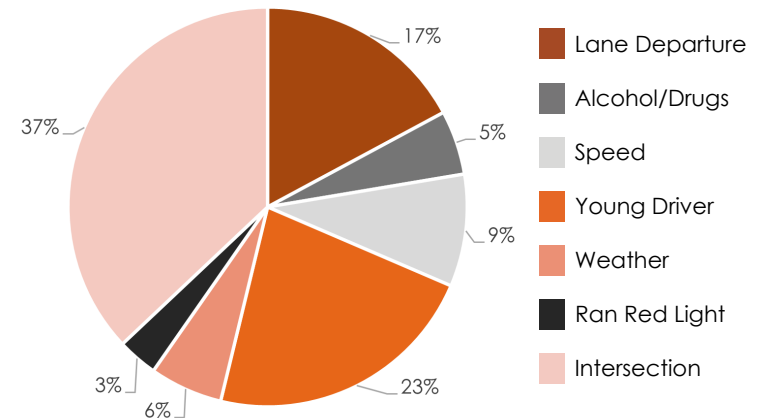
Vehicle Crashes by Weather Type

SAFETY & INCIDENT CHARACTERISTICS

Vehicle Crashes by Month

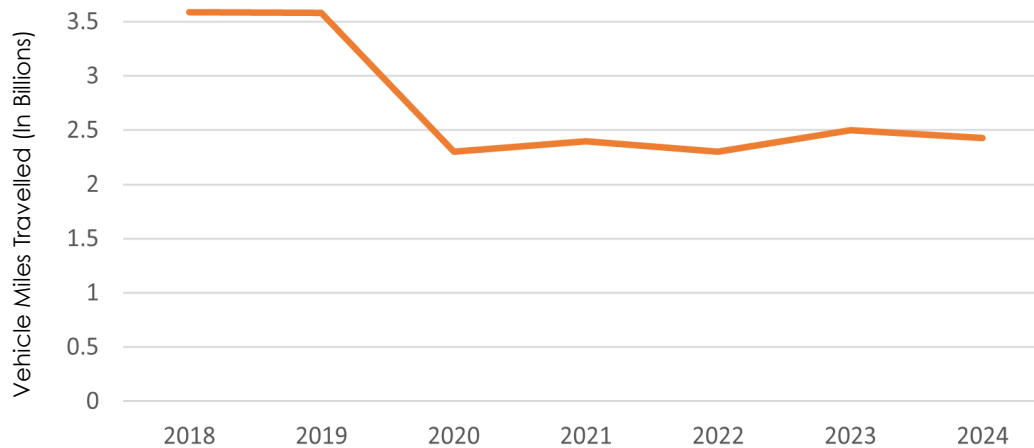


Contributing Factors to Vehicle Crashes

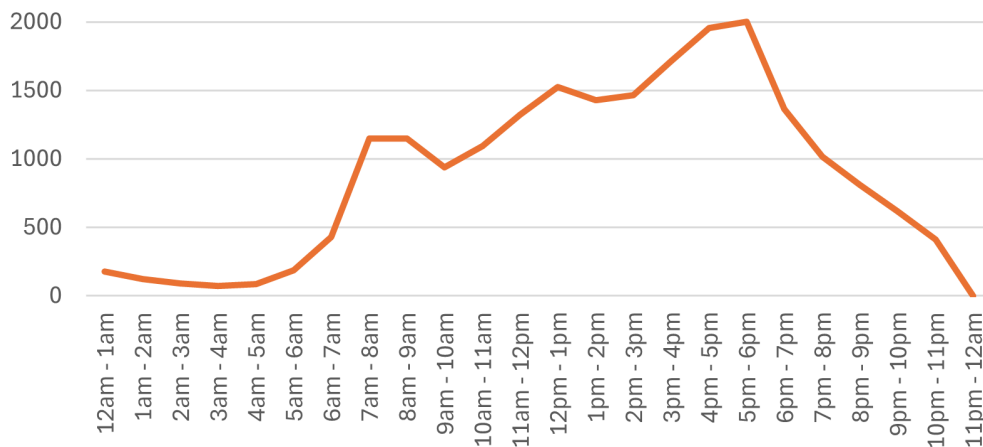


Over the past five years, total vehicle miles traveled (VMT) has remained relatively steady. However, during the same period, population growth has led to a decline in VMT per capita. These fluctuating figures could be attributed to several factors, including changes in driver behavior, fewer young people acquiring driver's licenses, increased reliance on alternative forms of transportation, and potential variations in data collection methods.

VMT trends in our region



Vehicle Hours of Delay by hour (CMP Network)



Sources in this section: NDDOT, MNDOT, Streetlight, Urban SDK

VMT per capita

2024	Change from 2023
9,100	-3.71%
2023	Change from 2022
9,451	+3.24%
2022	Change from 2021
9,154	-5.63%
2021	Change from 2020
9,700	+3.99%
2020	Change from 2019
9,328	-35.88%

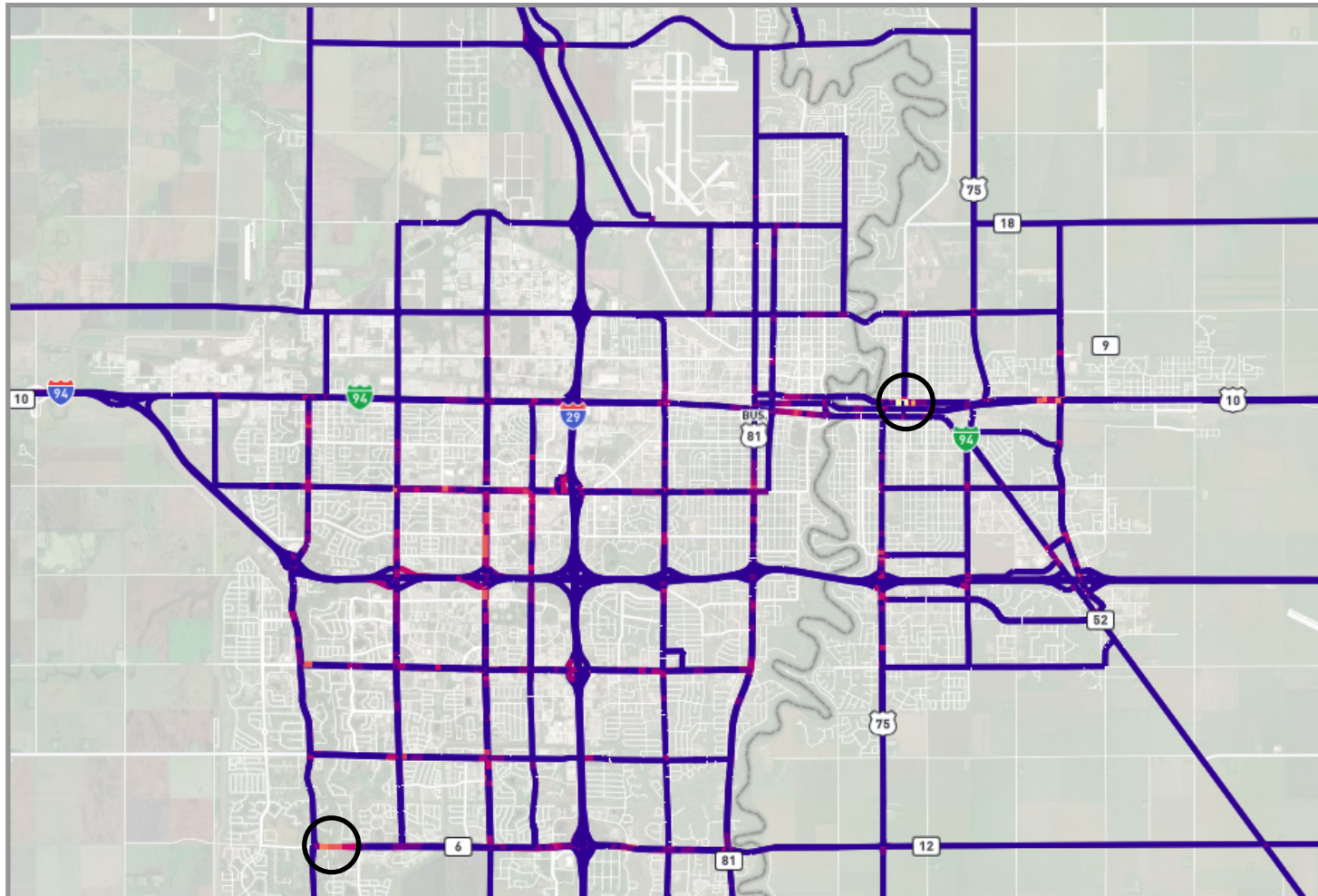
SYSTEM PERFORMANCE

Travel Time Index - Peak Hour Congestion

The Travel Time Index (TTI) compares peak-period travel times to free-flow conditions. A TTI of 1.30 means a trip that takes 10 minutes in free-flow conditions takes 13 minutes during peak periods.

Recurring congestion typically occurs during the PM peak (4:30–5:30 PM), primarily along the region's highest-volume arterial roadways.

PM PEAK



Sources in this section: Urban SDK

— The two circled areas reflect roadway closures, which are the cause of the high TTI values in these locations - not typical traffic congestion.

CORRIDORS OF INTEREST

1. U.S. Highway 10/Main Avenue (10th St. to Red River) - Throughout the year, this segment of Main Ave saw on average a TTI of 1.27 during the PM Peak.
2. 45th Street (13th Ave. to I-94) - Throughout the year, this segment of 45th St. saw on average a TTI of 1.34 during the PM Peak.
3. U.S. Highway 10 in Moorhead (30th St. to 34th St.) - Throughout the year, this segment of HWY 10 saw on average a TTI of 1.32 during the PM Peak.

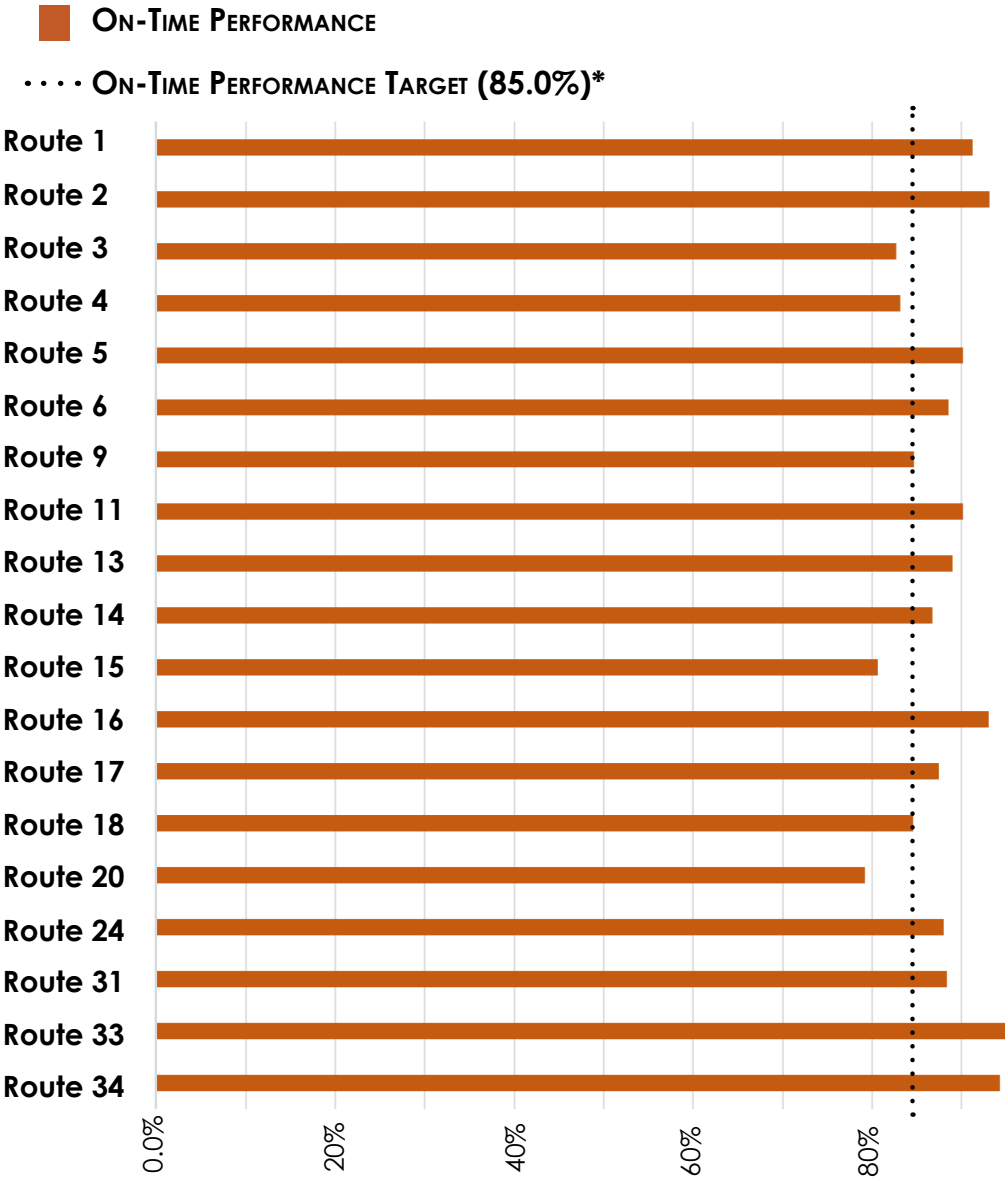
Travel Time Index Scale



1.00-1.10
1.10-1.20
1.20-1.30
1.30-1.40
1.40-1.50
1.50-1.60
1.60-1.70
1.70-1.80
1.80-1.90
1.90-2.00

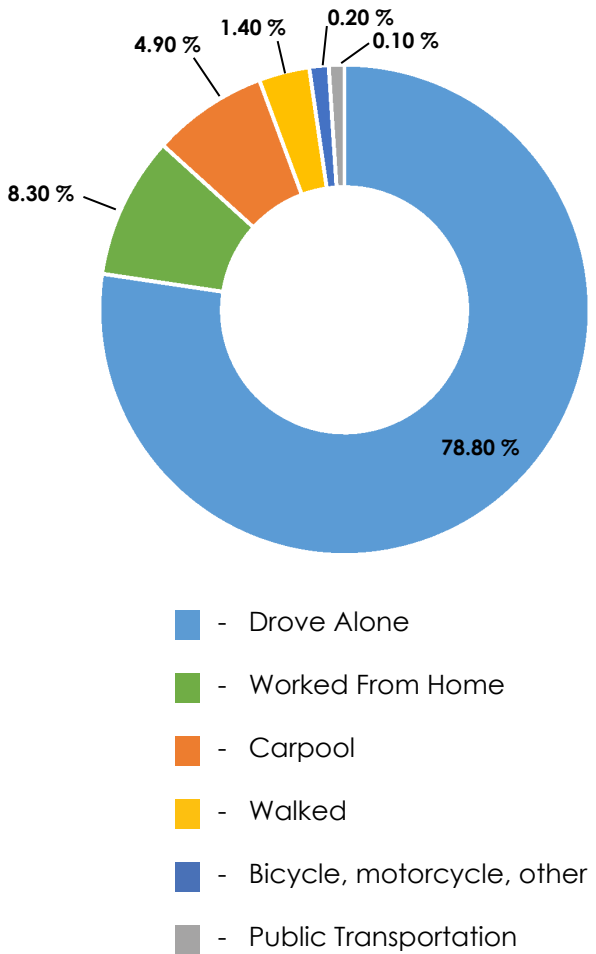
SYSTEM PERFORMANCE

Transit On-Time Performance

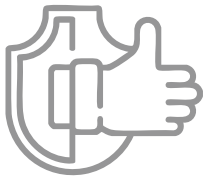


*OTP target is based on 2021-2025 Transit Development Plan targets
Sources: ^2024 American Community Survey (ACS) 1-year estimates

Mode Share of Transportation to Work



SYSTEM AVERAGE **87.9%**



SYSTEM PERFORMANCE

Demographic Overview of Residents Living Within ½ Mile of Transit stops

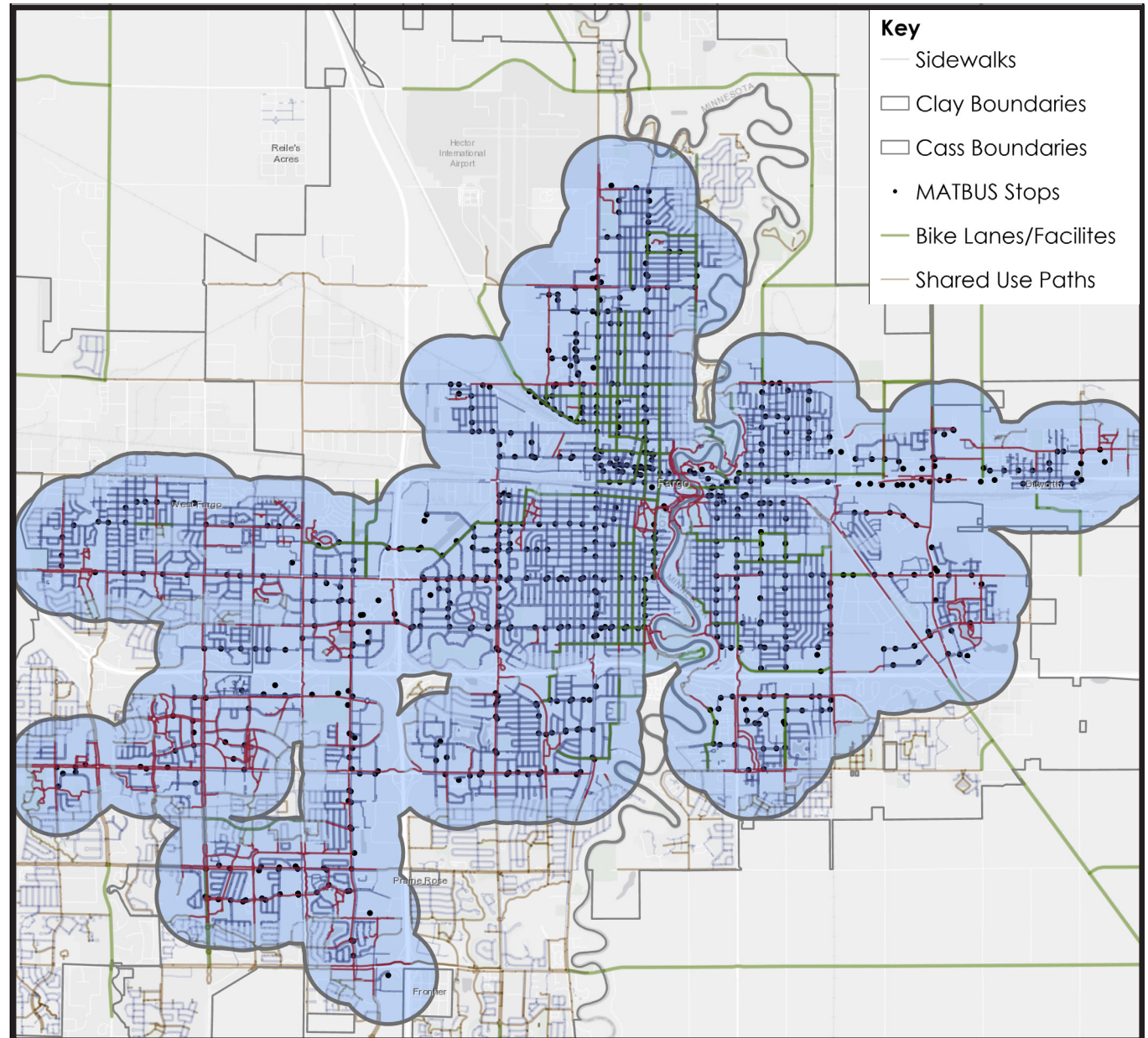
Population : **170,109**
67% of total population

Jobs : **108,704**
70% of all jobs

Car-Free
Households : **8%**

People
living with a
disability : **12%**

65 +
population : **13%**



Sources in this section: Remix, ^2024 American Community Survey (ACS) 1-year estimates

ACRONYMS

ACS	American Community Survey (U.S. Census Bureau)
ADT	Average Daily Traffic
FAR	Hector International Airport, Fargo
FM	Fargo-Moorhead
FTA	Federal Transit Administration
GTC	Ground Transportation Center
MATBUS	Metro Area Transit of Fargo-Moorhead
Metro COG	Fargo-Moorhead Metropolitan Council of Governments
MnDOT	Minnesota Department of Transportation
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area (includes all of Cass County and Clay County)
MTG	Metro Transit Garage
MTP	Metropolitan Transportation Plan
NDDOT	North Dakota Department of Transportation
NHS	National Highway System
NPMRDS	National Performance Management Research Data Set
TDP	Transit Development Plan
TIP	Transportation Improvement Program
TDM	Travel Demand Model
TMA	Transportation Management Area
TTTR	Truck Travel Time Reliability (only applies to the National Highway System)
VMT	Vehicle Miles Traveled





ADDITIONAL RESOURCES

Community Profile:

<https://fred.stlouisfed.org/series/ATNHPIUS22020Q>

<https://data.bls.gov/oes/#/area/0022020>

[Permits Plus](#)

Freight:

<https://www.fargoairport.com/december-2024-year-end-statistics/>

<https://www.greatamericanstations.com/stations/fargo-nd-far/>

<https://www.safetydata.fra.dot.gov/officeofsafety/publicsite/crossings>

Bike & Ped Count Report <https://www.fmmetrocog.org/resources/planning/bicycle-pedestrian-planning>

Performance Measures <https://www.fmmetrocog.org/resources/performance-measures>

Transportation Improvement Program (TIP) <https://www.fmmetrocog.org/TIP>

Vehicle Miles Travelled <https://fred.stlouisfed.org/series/M12MTVUSM227NFWA#>



METROCOG
WWW.FMMETROCOG.ORG



To: Policy Board
From: Michael Maddox, AICP
Date: November 13, 2025
Re: **West Metro Perimeter Route Amendment #1**

Metro COG began work on the West Metro Perimeter Route Study in August of 2023. HDR Engineering was selected to complete the effort. The project team met challenges and local jurisdiction opposition during the analysis in December of 2024 as it relates to the southern portion of the study area. This necessitated Metro COG pausing the study to re-evaluate the study approach.

Metro COG worked with HDR to develop a new direction for the study, which focused on the north-south elements of the corridor as well as providing concepts for local connection to the north-south route. The study team has had additional coordination with the City of Horace, Cass County, and the North Dakota Department of Transportation (NDDOT). Through discussions of this change, both HDR and FM Metro COG agree on this path forward and restarted the study in August of 2025.

Due to the pause in the project, Metro COG elected to delay elements of the project until 2026. Additional funding is being provided in 2026 to accomplish the new project approach as well as to complete items in the existing scope.

HDR has submitted an updated scope and fee to compete the West Perimeter Route Study which can be found in **Attachment 1** to this memo. Metro COG set a budget of \$25,000 in CPG funding for this project in 2026. Of that amount, \$19,230.09 has been identified to fund new scope items as enumerated in **Attachment 1**. The funding for the project has been integrated into the 2026-2027 Metro COG UPWP, which is being reviewed by NDDOT and FHWA.

The TTC unanimously recommended approval of the contract amendment.

Requested Action: Approval of Amendment #1 to the West Perimeter Route Study contract.



November 6, 2025

Mr. Michael Maddox
Senior Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102

West Metro Perimeter Roadway Study Scope Update

Dear Mr. Maddox,

HDR Engineering, Inc. and FM Metro COG began work on the West Metro Perimeter Roadway Study in August of 2023. The project team met challenges and jurisdictional opposition to routes and alternatives in the southern portion of the study area. HDR was directed to continue analysis and to seek additional feedback from local jurisdictions to reach a consensus on technically feasible routes for a west metro perimeter roadway from Interstate 29 to Interstate 94 in both the northwest and southwest quadrants of the metro area. Some opposition and challenges remained and HDR was directed to pause work on the study in January of 2025.

FM Metro COG is now seeking a new direction for the study, which will focus on a north-south corridor that will intersect with several east-west corridors, rather than identifying a single east-west connection to Interstate 29 as a part of the west metro perimeter roadway. The study team will have additional coordination with the City of Horace and Cass County going forward, as well as additional analysis and materials pertaining to the southern portion of the study area. Through discussions of this change, both HDR and FM Metro COG agree on this path forward for the study.

As directed by FM Metro COG, HDR has prepared a supplemental scope for the West Metro Perimeter Roadway Study. The additional items identified in the supplemental scope will require effort not previously included in the project fee. FM Metro COG is aware of this and has identified \$19,230.09 to fund the study in 2026.

Sincerely,
HDR Engineering, Inc.

Brian King, PE ^{ND, MN}
Project Manager
brian.j.king@hdrinc.com

Jason Kjenstad, PE ^{ND, SD}
Senior Vice President
jason.kjenstad@hdrinc.com

EXHIBIT A,

Engineer's Services, dated November 6, 2025
Referred to in and part of the **Agreement
Between Owner and Engineer for Study
and Report Professional Services originally dated
August 4th, 2023. The tasks provided in this
Exhibit supersede the tasks shown in the
contract proposal.**

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer will provide Basic and Additional Services as set forth below:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

HDR will be responsible for the coordination of project activities, organizing and facilitating bi-monthly project meetings with Metro COG, invoicing, maintaining budget utilization, and managing data sharing. HDR will assemble monthly progress reports which will outline work performed during the reporting period as well as progress per task. Invoices will include a breakdown of activities by task as well as employee hours for task. All invoices and progress reports will be submitted to Metro COG no later than the second Thursday of each month.

Assumptions (Task 1)

- Up to 8 additional progress meetings, scheduled as needed.

Deliverables (Task 1)

- Project Invoices (second Thursday of each Month)

TASK 2 DATA COLLECTION AND EXISTING CONDITIONS

Included in previous scope of work.

TASK 3 COMMUNITY ENGAGEMENT

HDR will continue coordination and engagement with both Cass County and the City of Horace.

Assumptions (Task 3)

- Up to two (2) meetings with Cass County
- Up to one (1) meetings with City of Horace
- One (1) council presentation meeting with Horace
- HDR will compile and document the results, comments, and feedback from the stakeholder and public engagement opportunities.

Deliverables (Task 3)

- Meeting Notes

TASK 4: PURPOSE AND NEED

Included in previous scope of work.

TASK 5: TRAVEL ANALYSIS

Included in previous scope of work.

TASK 6: DEVELOPMENT OF ALTERNATIVES

Additional analysis has been requested for 100th Avenue in and near Horace. This work will include developing typical sections and intersection layouts within or near the City of Horace.

Metro COG has requested that HDR develop a north-south corridor all the way to ND 46 and identify east-west connections. Additional effort will be required for this. Effort will include coordinating with Cass County planning and engineering in particular, as well as NDDOT. Extending to ND 46 was previously eliminated at an early stage in the study schedule.

Assumptions (Task 6)

- Up to three (3) urban or semi-urban typical sections
- Up to two (2) urban intersection layouts

Deliverables (Task 6)

- Urban Typical Sections

TASK 7: RIGHT-OF-WAY NEEDS

Included in previous scope of work.

TASK 8: IMPLEMENTATION PLAN

Included in previous scope of work.

TASK 9: DRAFT REPORT

Included in previous scope of work.

TASK 10: FINAL REPORT

Included in previous scope of work.

TASK 11: ADOPTION PROCESS

Included in previous scope of work.

Summary of Estimated Project Cost

Project No. 2023-208

West Metro Perimeter Roadway Study

Direct Labor	Hours	x	Estimated 2026 Rate	=	Total
Project Manager	21	x	\$87.29	=	\$1,833.02
Transportation Engineer	48	x	\$61.32	=	\$2,943.36
Transportation Planner	22	x	\$67.16	=	\$1,477.48
Communications Coordinator	10	x	\$41.20	=	\$412.02
Subtotal (Labor Costs)				=	\$6,665.87
Overhead/Indirect Cost @ 157.28%				=	\$10,484.09
Subcontractor Costs				=	\$0.00
Materials and Supplies Costs				=	\$22.13
Travel Costs				=	\$0.00
Fixed Fee @ 12% of non-Subcontractor Costs				=	\$2,058.00
Miscellaneous Costs				=	\$0.00
Total Cost				=	\$19,230.09



To: Policy Board
From: Michael Maddox, AICP
Date: November 13, 2025
Re: **University & 10th Street Corridor Study – Final Report Approval**

Metro COG started a corridor study of University Drive and 10th Street (Uni10) in February of 2022. One of the main objectives of the study was to analyze scenarios to convert the one-way pairs to two-way operations. However, the intent of the study was to analyze scenarios to provide information to elected officials to use in making decisions about the operations of the corridors.

The study was split into two phases. The first phase of the study analyzed the feasibility of conversion scenarios. It was discovered in the first phase that conversion of the one-way pairs to two-way operations is likely unfeasible. After the first phase was completed in 2023, the second phase was scoped to analyze solutions to issues, such as speeding and bicycle and pedestrian access, that were identified in phase one through extensive public engagement efforts.

The study has now concluded and is being brought forward for approval. A presentation was given to NDDOT management, as the corridors are a signed US Highway 81. NDDOT did not have any significant comments. The City of Fargo approved the final report at the City Commission meeting on November 10, 2025. City staff are considering integrating solutions identified in the Uni10 Study into its yearly Highway Safety Improvement Program (HSIP) funding applications.

The Final Draft of the University Drive and 10th Street Corridor Study can be found at <http://www.fmmetrocog.org/Uni10CorridorStudy>.

Metro COG staff presented the Final Uni10 Study to the TTC at its November 13, 2025 meeting. The TTC did not have any substantial comments and recommended approval of the Final University Drive and 10th Street Corridor Study.

Requested Action: Approval of the University Drive and 10th Street Corridor Study.

To: Policy Board
From: Adam Altenburg, AICP
Date: November 13, 2025
Re: **2055 Socioeconomic and Demographic Forecasts RFP**

Metro COG is seeking proposals for 2055 Socioeconomic and Demographic Forecasts, with the primary objective of completing a demographic forecast for the Fargo-Moorhead metropolitan area to the year 2055. The most current demographic study was completed in 2022 and set forth projections through the year 2050 for the Metropolitan Statistical Area (MSA), which comprises the whole of Cass County, North Dakota, and Clay County, Minnesota. Metro COG's Metropolitan Planning Area (MPA), which represents portions of Cass County and Clay County, encompasses 31 townships and 21 cities. The urban area includes the cities of Fargo, West Fargo, and Horace in North Dakota, and Moorhead and Dilworth in Minnesota.

Demographic forecast data is a critical element to Metro COG's metropolitan planning program. Although forecast data is used by Metro COG and local jurisdictions for a variety of purposes, its core purpose is to maintain and update the regional travel demand model (TDM). The TDM is a critical component in the development of the Metropolitan Transportation Plan (MTP), relying on demographic data, including detailed population, household, and employment assessments and projections, to properly calibrate trip generations, distributions, and assignments in the TDM's traffic analysis zones (TAZs).

This forecast will consist of an update to regional demographic projections, including population, households, and employment. The projections will be aggregated for the entire MSA and broken down by both jurisdiction and TAZ. Age, household size, vehicle ownership, and income characteristics will also be analyzed as part of the forecast. The Fargo-Moorhead metropolitan area has traditionally exceeded growth projections based on historical analyses due to the long-term health of the regional economy and economic drivers such as higher education, healthcare, agriculture, and manufacturing.

The consultant will be responsible for forecast projections and working with Metro COG and other planning partners with TAZ allocation. Metro COG intends to review and revise TAZ boundaries as needed in late 2025 and early 2026. TAZ geographies and base households and employment values will be provided to the consultant prior to development of the demographic projections

The 2055 Socioeconomic and Demographic Forecasts has a not-to-exceed budget of \$120,000, of which \$96,000 will be funded with CPG funds. Metro COG will be reaching out to member jurisdictions to participate in the project's Study Review Committee (SRC), whose purpose will be to provide input on the work performed by the consultant for future growth projections.

Requested Action: Approve the 2055 Socioeconomic and Demographic Forecasts RFP

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2026-232

***2055 Socioeconomic and
Demographic Forecasts***

for the Fargo-Moorhead Metropolitan Area

November 2025

APPROVED:

Ben Griffith
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

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

2055 Socioeconomic and Demographic Forecasts

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified consultant teams will be invited to interview in-person, virtually, or in a hybrid format. 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 RFP.** 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 **\$120,000**.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by email: metrocoog@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation website (<https://www.dot.nd.gov>) and will also be available for download in PDF format at www.fmmetrocog.org. All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Thursday, January 22, 2026** at Metro COG's office will be given equal consideration. Respondents must submit one (1) PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of the proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

A PDF of the proposal may be emailed or delivered by USB. Hard copies of sealed cost proposals shall be delivered to the contact below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102-4807
altenburg@fmmetrocog.org
701.532.5105

Fax versions will not be accepted as substitutes for hard copies. Once submitted, the proposals will become the property of Metro COG.

Note: This RFP can be made available in alternative formats for persons with disabilities by contacting the contact above.

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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. As the designated MPO for the Fargo-Moorhead metropolitan area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents 12 cities and portions of two counties that comprise the Metro COG region in these efforts.

II. Purpose of Request

Metro COG is seeking proposals with the primary objective to complete socioeconomic and demographic forecasts for the Fargo-Moorhead metropolitan area to the year 2055. The most current demographic study was completed in 2022 and set forth projections through the year 2050 for the Metropolitan Statistical Area (MSA), which comprises the whole of Cass County, ND, and Clay County, MN. Metro COG's planning area encompasses thirty townships which represent portions of Cass County, North Dakota and Clay County, Minnesota (which reflects the extent of Metro COG's regional travel demand model). The urban area includes the cities of Fargo, West Fargo, and Horace in North Dakota; and Moorhead and Dilworth in Minnesota. Forecast disaggregation pursuant to these geographic scales will be important, as further delineated in this RFP.

III. Project Background and Objective

Demographic forecast data is a critical element to Metro COG's metropolitan planning program. Although forecast data is used by Metro COG and local jurisdictions for a variety of purposes, its core purpose is in maintaining and updating the regional travel demand model (TDM).

Metro COG's TDM is based on a four-step planning model with trip generation, trip distribution, mode choice, and trip assignment comprising the main modules of the model. Base demographic data such as population, households, and employment play a major role in model development and calibration. The TDM is divided into geographic areas called traffic analysis zones (TAZs) which are used to create trip generation rates for the region. The TDM is a critical component in the development of the Metropolitan Transportation Plan (MTP), and relies on demographic data including detailed population, household, and employment assessments and projections to properly calibrate trip generations, distributions, and assignments.

Planning for future transportation and infrastructure needs in the metropolitan area requires a realistic vision of the region's future population, households, and employment. As these projections will be a primary tool for communities within the metropolitan area to plan for future growth, the process in which they are derived must be transparent and clear to both policymakers and stakeholders.

This forecast will consist of an update to regional demographic projections, including population, households, and employment. The projections will be aggregated for the entire MSA, and broken down by county, city, and township. Age, household size, and income characteristics shall also be analyzed as part of the forecasts. The Fargo-Moorhead metropolitan area has traditionally exceeded growth projections based on historical analyses due to the long-term health of the regional economy and economic drivers such as higher education, healthcare, agriculture, and manufacturing.

The *Metro COG Baseline 2050 Demographic Forecast* was the framework for development of Metro COG's TDM for the years 2030 and 2050. The current demographic forecasts supported the development of the current MTP and subsequent studies and subarea analyses conducted through Metro COG since 2022. Metro COG is pursuing an update to socioeconomic and demographic forecasts with a planning horizon of 2055 to address three primary needs:

- 1) Evaluate demographic projections which consider both recently purchased datasets for households and employment as well as U.S. Census Bureau statistics for the Fargo-Moorhead MSA and other local and regional projections;
- 2) Develop TDM forecast models for the years 2035 and 2055; and
- 3) Update of the current 2050 Fargo-Moorhead MTP, which will be initiated in 2028 and will be built upon updated demographic forecasts to the year 2055.

IV. Scope of Work and Performance Tasks

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of socioeconomic and demographic forecasts but also can provide pro-activeness, vision, innovation, and collaboration in examining and proposing forecast results and assumptions.

Outlined below is the scope of work that will guide development of the 2055 Socioeconomic and Demographic Forecasts. Metro COG has included the following scope of work to provide interested consultants with insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive, and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the socioeconomic and demographic forecasts. At a minimum, the consultant shall be expected to establish detailed analyses, projections, and/or deliverables for the following tasks:

Task 1: Project Structure and Work Plan. Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and achievable timeline for the project anticipated to be completed by December 2026. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the project.

Task 2: Project Management and Coordination. The consultant will be required to manage the project and coordinate with any subconsultants, as well as all project activities preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the SRC. Metro COG shall be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials as applicable to consultant work tasks, as well as responsible for the recording of meeting minutes. The consultant should also plan on weekly to biweekly updates between the consultant project manager and the Metro COG project manager.

This task also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. When submitting progress reports, the consultant will be expected to outline the following subjects:

- Performed work;
- Upcoming tasks;
- Upcoming milestones;
- Status of scope and schedule; and
- Any issues to be aware of.

Development of the 2055 Socioeconomic and Demographic Forecasts will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of study assumptions, patterns, and results. The consultant should expect three meetings with the SRC. The SRC is scheduled to be comprised of the planning directors or their equivalents from each of Metro COG's seven primary jurisdictions: Fargo, West Fargo, Horace, and Cass County, ND; and Moorhead, Dilworth, and Clay County, MN.

Task 3: Stakeholder and Public Engagement Program. The consultant shall gain an understanding of factors influencing recent and future changes in population, households, and employment in the Fargo-Moorhead metropolitan area by conducting brief interviews with groups and individuals with specific insights. At minimum, these organizations should include:

- Economic development;
- Housing and developers;
- Social service agencies;
- School districts;
- Higher education; and
- Large employers.

In lieu of formal public involvement events, the consultant shall work with Metro COG to develop a brief video presentation that easily explains the purpose of the socioeconomic and demographic forecasts to the public as well as demographic assumptions and results. This video presentation will be posted to Metro COG's website and YouTube account and shared with local jurisdictions.

Task 4: Evaluation of Base Data and Previous Forecast Methodologies. The consultant will work with Metro COG staff and the SRC to collectively analyze base data Metro COG has procured, with specific focus on possible irregularities. After base data is reviewed, the consultant will work with staff and the SRC to develop, analyze, and select the preferred methodology that will be used to establish demographic forecasts.

The consultant shall develop and provide a technical memorandum incorporating a thorough review and evaluation of Metro COG's data sources used in the MTP/TDM development process and an analysis of the methodology employed in previous demographic projections, including:

- Forecast methodology and data sources used in development of previous MTP's and transportation studies.
- Accuracy of previous forecasts/analyses.
- Appropriateness of duplicating past methodologies or supplanting with additional data sources and/or changes in methodology.
- An evaluation of the current Metro COG data development process and recommendation on how to proceed.

The consultant shall include at least three potential growth scenarios and methodological options within the technical memorandum. These scenarios will include, at minimum, both "most likely" and "high growth" scenarios for demographic growth within the region to the horizon year. These growth scenarios will be vetted by the SRC and Metro COG staff.

Metro COG acknowledges that there are a number of strategies, techniques, variables, and methodologies that can be used to forecast demographics. Metro COG does not require the consultant to prepare or propose a detailed demographic forecast methodology as part of this RFP. Rather, Metro COG is requesting a proposal that outlines the process and/or strategy whereby the selected consultant, Metro COG, and SRC will collectively analyze and select a preferred methodology to be used to establish socioeconomic and demographic forecasts.

Task 5: Socioeconomic and Demographic Projections and Scenarios. The consultant will provide socioeconomic and demographic projections for the Fargo-Moorhead MSA to the year 2055. The following activities are minimum scope of work requirements.

- 1) **Population.** Estimate population from 2025 and every five years thereafter until 2055 for the following geographies:
 - a) Traffic Analysis Zones (TAZs) within the Metro COG planning area. TAZ geographies and base values will be provided to the consultant prior to development of the demographic projections. The consultant, in coordination with Metro COG and applicable staff from member organizations, may suggest changes to the TAZ geography if necessary;
 - b) Metropolitan Statistical Area (MSA) (defined as all of Cass County, ND and Clay County, MN);
 - c) Metro COG's Metropolitan Planning Area (MPA) (including the 31 townships and 21 cities);
 - d) Rural Cass County (cities and townships within Cass County outside of the MPA); and
 - e) Rural Clay County (cities and townships within Clay County outside of the MPA).
- 2) **Households.** The consultant will provide the following household projections at county, city, township, and TAZ geography levels in five year increments from 2025 through the horizon year of 2055:
 - a) Household Type. Percentage splits between single family and multifamily dwelling units. The forecasts shall consider single family households as those with three or less units and multifamily households as those with four or more units.
 - b) Household Size. Percentage splits by total number of households by household type. Size classification shall be based on one person, two person, three person, and four or more person households.
 - c) Percentage Owner and Renter Occupied. Percentage splits by total number of households.

- d) Income. Percentage splits by total number of households. Income category definitions will be based on those used in the American Community Survey (ACS).
 - e) Vehicle Ownership per Household. Percentage splits by total number of households by vehicle type, by household type, income and size.
 - f) School-aged children. Number of children between the ages of 5 and 18, allocated by TAZ.
 - g) College Students. Number of enrolled college students, allocated by TAZ.
- 3) **Employment.** Estimates of employment projections by industry type are vital to development of the TDM and an accurate forecast of growth within the region. The consultant shall provide the following employment forecasts at county, city, township, and TAZ geography levels in five year increments from 2025 through the horizon year of 2055: by North American Industry Classification System (NAICS) code as described:
- a) Agriculture (NAICS 11)
 - b) Education (NAICS 61)
 - c) Manufacturing (NAICS 31-33)
 - d) Other Industrial (NAICS 21, 23)
 - e) Retail (NAICS 44-45)
 - f) Service (NAICS 51, 52, 53, 55, 56, 62, 71, 81, 99)
 - g) Wholesale Trade, Trans Utilities (NAICS 22, 42, 48, 49)
- 4) **Considerations.** The Fargo-Moorhead metropolitan area is strongly influenced by national, state, and local variables, all of which need to be considered when estimating socioeconomic and demographic trends affecting the region. At minimum, the following will need to be considered and addressed when examining demographic trends and establishing future projections:
- a) Where new population growth is being generated from;
 - b) The proportion of population growth that is migrating to the area from other metropolitan areas in the region/nation;
 - c) The amount of growth attributed to New Americans and international immigration;
 - d) The influence of adjacent, regional small cities on the demographic shifts of the Fargo-Moorhead MSA;
 - e) The influence/impact of higher education institutions in regards to enrollment and the retention of graduates as part of the local workforce;
 - f) The impact of existing large employers, both public and private, on regional growth;
 - g) The influence of national macro-economic trends including remote work and other work arrangements;

- h) The impacts of increased market desirability for certain areas of the region for new development due to locally driven/supported/financed initiatives and investments (i.e. downtown revitalization efforts, new elementary schools, etc.); and
- i) The impacts of other local issues such as land use and zoning policies, comprehensive planning efforts, flood protection, cost of living, etc.

Task 6: Administrative Draft and Final Report. The consultant will prepare an administrative draft of the socioeconomic and demographic forecast for review and comment by the SRC. This draft is to be provided as an electronic PDF to SRC members. Comments received from the SRC will be incorporated in the final report.

Upon final review and consent by the SRC, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and clearly communicates results and assumptions. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, the consultant should develop a final report that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand; and
- Explains key implications as they relate to population characteristics, housing, and employment.

The consultant shall provide Metro COG with appropriate correspondence for final review and approval of the 2055 Socioeconomic and Demographic Forecasts by Metro COG's TTC and Policy Board. Metro COG shall be responsible for presenting and achieving final recommendations and approval of the forecasts.

Task 7: Executive Summary/Fact Sheet. Upon completion of the 2055 Socioeconomic and Demographic Forecasts, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, patterns, and results.

Task 8: Deliverables. Upon final completion, the consultant will be responsible for providing a reproducible original of the study in PDF format. All meeting summaries and technical analyses should be included in the appendix of the study. The consultant is expected to provide Metro COG with all data and study products.

NOTE: If the consultant wishes to modify or include additional tasks deemed necessary to successfully complete the study, this must be agreed to by Metro COG prior to issuing the notice to proceed.

V. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	approximately 11/24/2025
Deadline for RFP Clarifications/Questions	1/12/2026
Metro COG Response to RFP Clarifications/Questions	1/13/2026
Due Date for Proposal Submittals (by 4:30 p.m.)	1/22/2026
Review Proposals/Identify Finalists	(week of) 1/26/2026
Interview Finalists	(week of) 2/2/2026
Metro COG Board Approval/Consultant Notice	2/19/2026
Contract Negotiations/Signed Contract	(week of) 2/23/2026
QBS Submittal & Approval (between NDDOT & Metro COG)	(week of) 2/23/2026
Notice to Proceed*	Immediately after QBS Approval

***Notice to Proceed shall not be issued until the consultant has provided all materials required for contracting, including, but not limited to, the Proposed Sub-Consultant Request form (SFN 60232) and Prime Consultant Request to Sublet form (SFN 60233) form, if applicable, and the Qualifications Based Selection documentation has been fully compiled by Metro COG and submitted to and approved by the North Dakota Department of Transportation.**

2) Project Development (Major Milestones).

Project Start-Up/Mobilization	approximately 3/2/2026
Draft Forecast Completion	September 2026
Final Forecast Completion	October 2026
Forecast Adoption	December 2026
Final Invoices Received	No later than 1/29/2027

VI. Evaluation and Selection Process

Selection Committee. Metro COG will establish a selection committee to select a consultant. The selection committee will consist of Metro COG and the planning directors or their equivalents from each of Metro COG's seven primary jurisdictions: Fargo, West Fargo, Horace, and Cass County, ND; and Moorhead, Dilworth, and Clay County, MN.

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

- 20% The consultant's related experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's understanding of the project scope and knowledge of local/regional issues related to the study
- 20% The consultant's proposed project approach, methodology, and project management techniques
- 20% The consultant's current workload, availability of key personnel, and record of past performance

The selection committee will entertain formal in-person or virtual presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question-and-answer period during which the selection committee may question the prospective consultants about their proposed approaches.

A consultant will be selected on February 19, 2026 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG's Policy Board. Metro COG 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. Metro COG reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

The RFP does not commit Metro COG 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. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

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

VII. Proposal Content and Format

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.

At minimum, proposals shall include the following information:

- 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 firm 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 features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - 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, including all public outreach and stakeholder meetings, 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 in Section IX: General RFP 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; and
 - h) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

- 4) **Signature.** Proposals shall be signed 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 (submit as sealed hard copy)
Exhibit B – Federal Clauses (for review purposes only)

VIII. Submittal Information

A PDF of the proposal may be emailed or delivered by USB. Sealed cost proposals shall be submitted as hard copies. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102-4807
altenburg@fmmetrocog.org
701.532.5105

All proposals received by **4:30 p.m. on Thursday, January 22, 2026** will be given equal consideration. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than January 12, 2026. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. All questions and responses will be forwarded to applicants and posted on Metro COG's website on January 13, 2026.

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. The sealed cost proposal is required to include the following documentation:
 - a) Documentation from the ND Secretary of State detailing the prime consultant is in good standing and is licensed to do business in the State of North Dakota;
 - b) Documentation that the prime consultant is registered with the ND Board of Registration; and
 - c) Documentation showing registration with the federal System for Award Management (SAM.gov) that the prime consultant has not been suspended, debarred, voluntarily excluded, or deterred ineligible
- 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 fifteen (15) months from the close of the firms 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. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.
- 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) **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.
- 6) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are **required** to follow relevant and currently applicable procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of consultants. Copies of the Manual may be found on the NDDOT website at <https://www.dot.nd.gov/sites/www/files/documents/construction-and-planning/Consultant-Admin-Services-Procedures.pdf>.

X. Contractual Information

- 1) Metro COG 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. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG 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 Metro COG's Policy Board.
- 4) If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG 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 Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP 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.
- 7) The consultant agrees to not start any work on the project until the Qualifications Based Selection requirements have been satisfied and approved by the NDDOT, and Metro COG has provided the consultant with a notice to proceed.

XI. Payments

The selected consultant shall submit invoices for work completed to Metro COG. Payments shall be made to the consultant by Metro COG in accordance with the contract after all required services and tasks have been completed to the satisfaction of Metro COG.

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 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, 49 CFR 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 subcontractors, 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 subcontractor or supplier shall be notified by the consultant of the contractor'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 NDDOT 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 NDDOT, 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, Metro COG shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the consultant under the contract until the consultant complies; and/or
 - b) Cancellation, termination, or suspensions of the contract, in part or in whole.
- 6) **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, the U.S. Department of Transportation, or FHWA 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 subcontractor 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 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

XIV. Termination Provisions

Metro COG 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 Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, 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, Metro COG 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, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the consultant, of any kind, after the date of termination. The consultant shall deliver all records, equipment, and materials to Metro COG within twenty-four (24) hours of the date of termination.

XV. Limitation on Consultant

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced, or released in any form without the explicit, written permission of Metro COG.

The consultant should expect to have access only to the public reports and public files of local governmental agencies and Metro COG 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, subcontractor, 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 Metro COG or in any way compromise the services to be performed

under this agreement. The consultant shall immediately notify Metro COG 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 Metro COG and the State of North Dakota, its agencies, officers and employees, from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG'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 Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. The consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG or the State prevails in an action against the consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the contract.

The consultant shall secure and keep in force during the term of the contract, 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 \$500,000 per person and \$2,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.
- 3) Metro COG 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 Metro COG 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 Metro COG and the State Risk Management Department.

The consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, to Metro COG prior to commencement of this agreement.

Metro COG 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, Metro COG, 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 Metro COG or the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG 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. Metro COG 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 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 contractor. 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.	Subcontractor 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

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 the nondiscrimination clause.
 - (2) The contract will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations 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 affected and the basis for settlement.

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

- (F) Right 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 of 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.



To: Metro COG Policy Board
From: Dan Farnsworth, Metro COG
Date: November 13, 2025
Re: **2026 FM Metro Area-Wide Traffic Counts RFP**

Every five years Metro COG retains consultant services for F-M Metro area-wide traffic counts. The purpose of these counts is to develop a dataset to which the regional travel demand model can be calibrated. The counts are also used for other purposes such as corridor studies, jurisdictional needs, traffic requests by the public, and more. The last F-M Metro area-wide counts were conducted in 2021.

These 2026 area-wide traffic count locations were developed in coordination with NDDOT and MnDOT, who also collect traffic count data on various annual cycles.

Attached is the draft RFP for the 2026 Fargo-Moorhead Metro Area-Wide Traffic Counts. The project budget is \$150,000 with counts at approximately 440 locations, approximately 125 of which will include truck counts. The scope of work calls for the counts to begin in late-April and be completed in mid-October.

Requested Action:

Approval of the 2026 Fargo-Moorhead Metro Area-Wide Traffic Counts RFP

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2026-230

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

November, 2025

APPROVED:

Ben Griffith
Metro COG, Executive Director

Request for Proposals (RFP)

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

REQUEST FOR PROPOSALS (RFP)

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

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates will be invited to present an in-person, virtual, or hybrid 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 RFP.** 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: metrococog@fmmetrococog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrococog.org.

All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Friday December 19, 2025** will be given equal consideration. Respondents must submit one (1) PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed thirty (30) pages; including any supporting material, charts, or tables.

A PDF of the proposals may be emailed or delivered by USB. The sealed cost proposals shall be shipped to ensure timely delivery to the contact defined below:

Dan Farnsworth
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
farnsworth@fmmetrococog.org
701-532-5106

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

Note: This RFP can be made available in alternative formats for persons with disabilities by contacting the contact above.

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Note: Throughout this RFP 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. As the designated MPO for the Fargo-Moorhead Metropolitan Area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and our local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents eleven cities and two counties that comprise the Metro COG region in these efforts.

II PROJECT BACKGROUND AND OBJECTIVE

Every five years Metro COG conducts and coordinates area-wide traffic counts for the purpose of developing a data set to which the regional travel demand model can be calibrated. These counts serve other purposes as well. Each traffic count covers at least a 48-hour period with some counts being vehicle classification counts (heavy vehicle counts) while others are simply vehicle counts.

While Metro COG wishes to conduct the Fargo-Moorhead Metro area-wide traffic counts the same year as the North Dakota Department of Transportation's (NDDOT's) and the Minnesota Department of Transportation's (MnDOT's) counts, those agencies' schedules do not always align. NDDOT counts the Fargo area every three years, so NDDOT's most recent counts were in 2024, except for the Interstates which are counted every year. Meanwhile MnDOT counts certain roadways every two, four, six, or twelve years, depending on the roadway classification. Therefore, the only 2026 NDDOT counts in the Fargo region will be on the Interstates, while MnDOT will be counting roughly 67 locations in Clay County, MN in 2026.

Metro COG and Metro COG's member jurisdictions desire counts at additional locations beyond those provided by the DOTs. These counts will be used for transportation planning purposes such as corridor planning studies, regional traffic analysis, and more. Metro COG also needs additional counts conducted at specific locations for use in accurately calibrating the base year of our travel demand model. A consultant is being sought to conduct these additional counts for which Metro COG is responsible. The Consultant will be responsible for collecting a minimum of 48-hour traffic count data at about 441 locations across the Fargo-Moorhead Metropolitan Area.

III SCOPE OF WORK AND PERFORMANCE TASKS

Historically the Fargo-Moorhead area-wide traffic counts have been collected using road-tube automated traffic counters on the moderate and low volume roadways while the higher volume roadways (such as urban interstate) have been collected using less intrusive devices. The Consultant is welcome to propose various counting methods and equipment that has proven to provide accurate traffic count data.

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

Task 1 - Project Management and Coordination

This task involves activities required to manage the project including staff, equipment and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices for reimbursement. In addition, this task includes monthly progress meetings with Metro COG.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager ("PM"). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of Metro COG. The PM is responsible for overall project management necessary to ensure the satisfactory completion of the 2026 Fargo-Moorhead Metro Area-Wide Traffic Counts, on-time and on-budget, in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the Consultant team is properly managed, adequate resources are available, submittals are timely, quality control processes are utilized for maximum benefit, and invoices are paid in a timely fashion.

The PM will submit monthly invoices with documentation acceptable to Metro COG throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee hours for those tasks, and any supportive documentation for expenses. All invoice submittals, including progress reports, and any supportive materials shall be submitted to the Metro COG project manager no later than the 2nd Thursday of the month. This is to ensure invoices are processed in a timely fashion.

Task 2 – Traffic Collection Preparation

The Consultant shall determine which locations they plan to count prior to each deployment and shall determine whether or not there are any events, closures or any other activities that may interfere with the counting equipment or may hinder reliability of the counts. The Consultant can work with the Metro COG project manager in determining such events, closure or other activities. The Consultant shall also notify the proper maintenance jurisdiction of the subject roadway at least 2 working days prior to each counter deployment so that the proper maintenance crews are aware of the presence of the counting equipment when performing their work.

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

Upon arrival at each count location, the Consultant's technicians should assess the area to determine if there are temporary conditions that may impact the count data. In such cases, the location may need to be rescheduled. If the Consultant has any questions regarding the impact of certain events/closures on desired traffic counts, the Consultant may ask the Metro COG contact.

The Consultant shall determine if any permits are necessary to perform the work and shall obtain any permits necessary prior to beginning work. Any costs associated with permits will be the responsibility of the Consultant.

At all times the Consultant's technicians in the field will be responsible for determining the relative level of safety for deploying traffic counters. If a technician feels unsafe at any time, they should not deploy traffic counters. The Consultant is strongly encouraged to schedule technicians so that counter deployment can occur during non-peak hour travel times and only during daylight hours. The Consultant's technicians will be responsible for wearing all appropriate personal safety equipment, and for deploying appropriate signage and traffic control devices (e.g., cones, etc.) to alert motorists to their presence. Metro COG strongly recommends that all technicians work in teams of no less than two persons, where one person can act as flagger and spotter for the person deploying the traffic counter (see MUTCD for appropriate flagging techniques).

Task 3 – Traffic Data Collection

The Consultant will be responsible for safely and accurately collecting 48-hour (minimum) traffic count data at approximately 441 locations across the Fargo-Moorhead Metropolitan Area. Vehicle class (truck) count data will be required at specific locations, however class data will be optional at the remainder of the locations. Trucks shall be considered vehicle classes 5 through 12. See Exhibit C for maps of the desired vehicle count locations and truck count locations.

Equipment

The Consultant may use whichever traffic data collection equipment best suits the roadway configuration and traffic conditions. For example, tube counters may be desired on medium and low traffic volume roadways while non-intrusive counters such as radar or visual counters may be preferred on roadways where the traffic volume and number of lanes may be unsafe and/or less accurate than using tube counters.

The Consultant's proposal should identify the nature of the counting equipment proposed and explain the reliability and proven capability of the equipment to gather accurate, reliable data.

Count Locations and Count Timing

Exhibit C contains maps showing the 441 count locations where the Consultant shall collect traffic count data. These count locations are also available as GIS shapefiles and can be provided to the Consultant upon request.

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

Whenever possible the Consultant should avoid placing counters where turn lanes are present or any other locations where vehicles might be stopped such as near signalized intersections or railroad tracks. Also, placing counters in front of driveways should be avoided whenever possible.

The Consultant shall begin counts on the tentative start date of April 27, 2026. This date is dependent on favorable weather conditions and/or forecasts at that time. Occasional major spring flooding can also impact traffic patterns. The Consultant shall work with the Metro COG contact to determine the exact start date. The counts shall be completed by October 15, 2026. Traffic counts shall be collected on a Monday, Tuesday, Wednesday, and/or Thursday but shall not be conducted on any public holidays. These holidays include: Memorial Day, 4th of July, and Labor Day.

Counts within Metro COG's urbanized boundary (see maps for urbanized boundary) shall be counted while schools are in session. Counts outside of Metro COG's urbanized boundary can be counted in the summer when schools are out of session. If a count is located on the urbanized boundary line, it can be considered outside of the urbanized boundary. Counts within the specified proximity to the three local colleges/universities shall be counted while the colleges/universities are in session. Below is a schedule of the count windows for specific parts of the Fargo-Moorhead Metro Area, including the colleges/universities. Counts for the various geographies of the Fargo-Moorhead Area shall be conducted within these time windows:

- Within urbanized boundary:
 - Within Fargo, Horace, and West Fargo city limits:
 - April 27 – May 21
 - Aug 31 – Oct 15
 - If within NDSU buffer: April 27 – May 7, Aug 31 – Oct 15
 - Within Moorhead and Dilworth city limits:
 - April 27 – May 27
 - Sept 9 – Oct 15
 - If within Concordia and MSUM buffer: Sept 9 – Oct 15
- Outside of urbanized boundary: June, July, August

Task 4 – Providing of Count Data

The Consultant shall collect a minimum of 48 continuous hours of traffic data with all counts collected in a format which is compatible with MS2. The data file from each type of counter must have accurate header information for the file to be read by MS2. Please refer to pages 30-31 of the [MnDOT Traffic Counting Handbook](#) before configuring the counter to ensure the MS2 system will be able to interpret the data.

The Consultant shall provide the data to Metro COG in a Microsoft Excel spreadsheet which Metro COG will provide (see Exhibit D). The spreadsheet will ask for date & time of counts, location information (street, location description, and GPS coordinates), counter information, first 24-hour traffic count, second 24-hour traffic count, truck counts (when

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applicable), and more. Please note certain columns in the spreadsheet will be completed by Metro COG either as count results are being provided or upon completion of all Consultant counts.

The Consultant shall provide Metro COG with the most current spreadsheet once every seven (7) days for Metro COG's review. Metro COG will review all the latest traffic count data in the spreadsheet and will work with the Consultant to identify possible inaccuracies in recorded count data, and will cooperatively develop a list of re-count locations if necessary.

Once all locations have been counted, the Consultant shall provide Metro COG with the completed spreadsheet of all traffic data information and Metro COG will review all data in the spreadsheet. Metro COG will work with the Consultant to identify possible inaccuracies in recorded count data and will cooperatively develop a list of re-count locations (if necessary). Any recounts will be at the expense of the Consultant.

Upon collection of all traffic count data, the Consultant shall provide Metro COG with a GIS shapefile consisting of count information with a point at each specific count location. The points shall be shown in North American Datum (NAD) 1983, UTM Zone 14N, feet. The GIS shapefile will include attributes collected by the Consultant as well as attributes provided by Metro COG. The attributes of each count location shall be identical to the columns in the final spreadsheet.

Once completed with the project all count information shall become the property of Metro COG. The Consultant shall not keep or sell any of the traffic data without prior permission from Metro COG.

NOTE: While under contract, if the Consultant wishes to modify or include additional tasks deemed necessary to complete the study, this must be agreed to by Metro COG before issuing the notice to proceed.

IV IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 11/21/2025
Deadline for RFP Clarifications/Questions	12/10/2025
Due Date for Proposal Submittals (by 4:30pm)	12/19/2025
Review Proposals/Identify Finalists	1/5/2026 – 1/13/2026
Interview Finalists	between 1/22/2026 – 1/28/2026
Metro COG Board Approval/Consultant Notice	2/19/2026

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Finalize & Sign Contract	2/20/2026
QBS Submittal & Approval (between NDDOT & Metro COG)	1 to 4 weeks
Notice to Proceed*	Immediately after QBS Approval

***Notice to Proceed shall not be issued until the Consultant has provided all materials required for contracting, including, but not limited to, the Proposed Sub-Consultant Request form (SFN 60232) and Prime Consultant Request to Sublet form (SFN 60233) form, if applicable, and the Qualifications Based Selection documentation has been fully compiled by Metro COG and submitted to and approved by the North Dakota Department of Transportation.**

2) Project Schedule

Begin project (weather-dependent)	4/27/2026
Submittal of most recent count data to Metro COG	every 7 days
Progress meetings/reports, invoice submittals	every month
Final day of collecting count data	10/15/2026
Final count data provided to Metro COG/Project completion	11/30/2026
All invoices for project to be received by Metro COG	12/10/2026

V EVALUATION AND SELECTION PROCESS.

Selection Committee. Metro COG 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 study objectives
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet deadlines

The Selection Committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal in-person or 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 on February 19th, 2026 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

Metro COG 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. Metro COG reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

The RFP does not commit Metro COG 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. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

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

VI 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 Metro COG, 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.

At minimum, proposals shall include the following information:

- 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

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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 VIII. 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) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed 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) – Submit as sealed hard copy

Exhibit B – Federal Clauses

VII SUBMITTAL INFORMATION

A PDF of the proposal may be emailed or delivered by USB. Sealed cost proposals shall be submitted as a hard copy. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

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Dan Farnsworth
Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
farnsworth@fmmetrocog.org

All proposals received by 4:30 p.m. on Friday, December 19, 2025 will be given equal consideration. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

The Consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above.

VIII 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. The sealed cost proposal is required to include the following documentation:
 - a. Documentation from the ND Secretary of State detailing the prime consultant is in good standing and is licensed to do business in the State of North Dakota**
 - b. Documentation that the prime consultant is registered with the ND Board of Registration**
 - c. Documentation showing registration with the federal System for Award Management (SAM.gov) that the prime consultant has not been suspended, debarred, voluntarily excluded, or deterred ineligible**
- 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 firms 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

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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. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.**

- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.
- 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) **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. This Manual may be found on the NDDOT website at <https://www.dot.nd.gov/sites/www/files/documents/construction-and-planning/Consultant-Admin-Services-Procedures.pdf>.

IX CONTRACTUAL INFORMATION

- 1) Metro COG 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. Metro COG will not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG 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, Metro COG 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 Metro COG and shall contain, as a minimum, applicable provisions of the Request for Proposals. Metro COG 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.
- 7) **The Consultant agrees to not start any work on the project until the Qualifications Based Selection requirements have been satisfied and approved by the NDDOT, and Metro COG has provided the consultant with a notice to proceed.**

X PAYMENTS

The selected Consultant will submit invoices for work completed to Metro COG. Payments shall be made to the Consultant by Metro COG 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 Metro COG.

XI 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.

XII 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, Metro COG 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:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, 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

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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.

XIII TERMINATION PROVISIONS

Metro COG 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 Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, 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, Metro COG 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, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to Metro COG within 24 hours of the date of termination.

XIV LIMITATION ON CONSULTANT

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

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and Metro COG 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.

XV 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 Metro COG or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVI INSURANCE

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

XVII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless Metro COG and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG'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 Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. Consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG 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 \$500,000 per person and \$2,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. Metro COG 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 Metro COG and the state of North Dakota.

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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 Metro COG prior to commencement of this agreement.

Metro COG 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, Metro COG 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 Metro COG or State. Any insurance, self-insurance or self-retention maintained by Metro COG 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. Metro COG 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

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 the nondiscrimination clause.
 - (2) The contract will, in all solicitations or advertisements for employees placed by or no behalf of the contractor, state that all qualified applicants will receive considerations 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.

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- (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 affected and the basis for settlement.

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

- (F) Right 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 of 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)

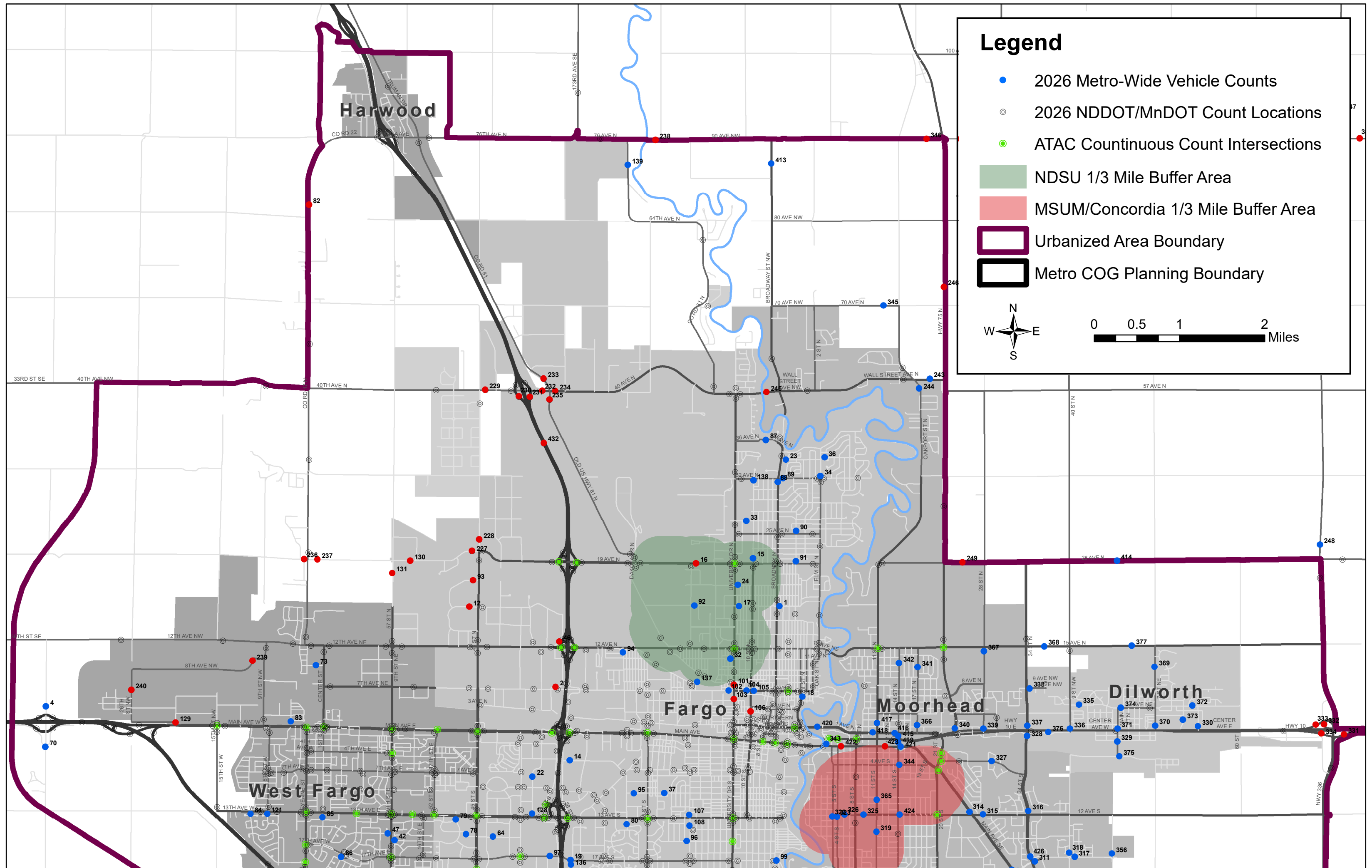
- (I) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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.

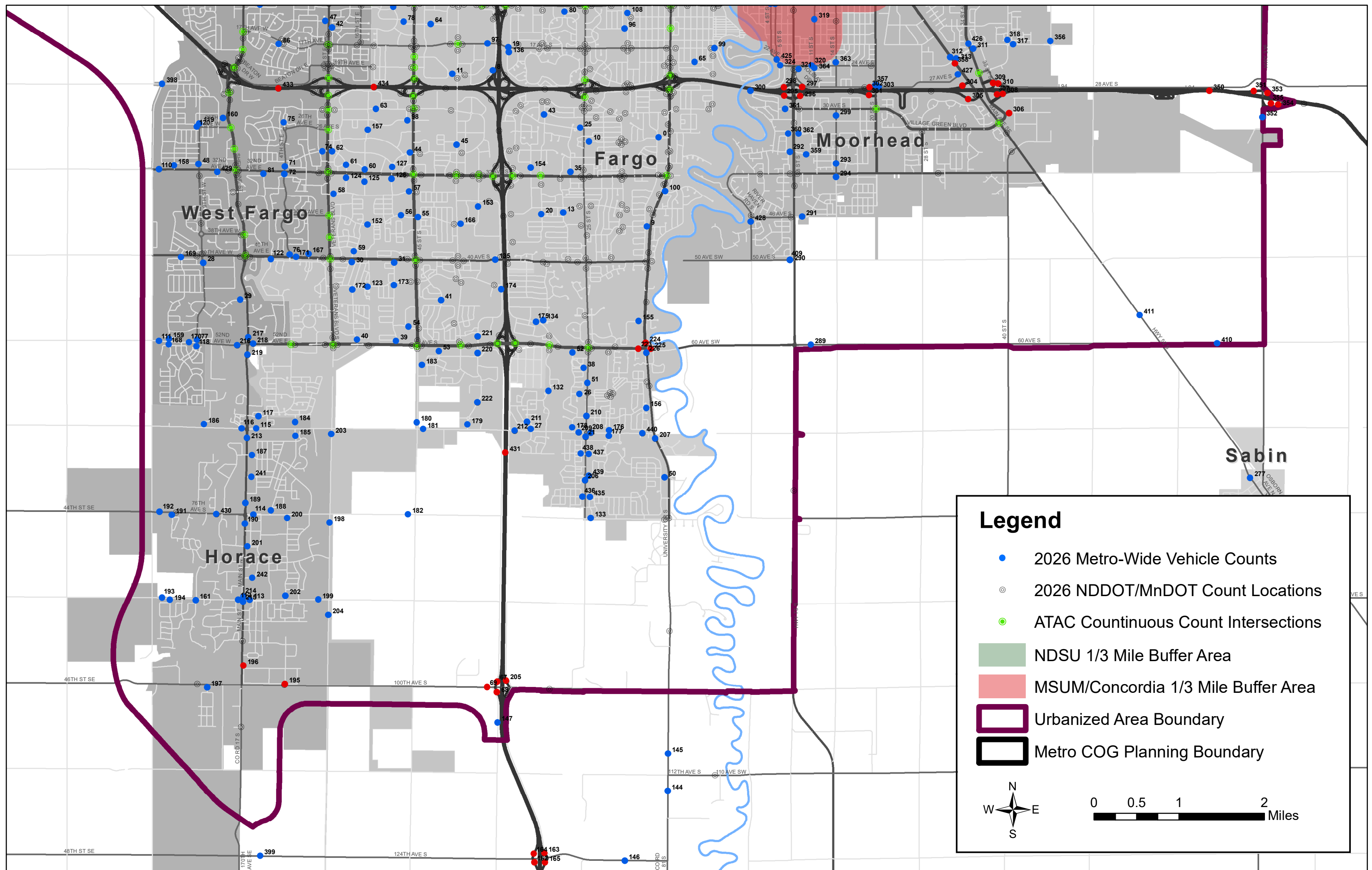
Byrd Anti-Lobbying Amendment – 2 CFR Part 200 Appendix II (J)

- (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.

Exhibit C – Traffic Count Location Maps

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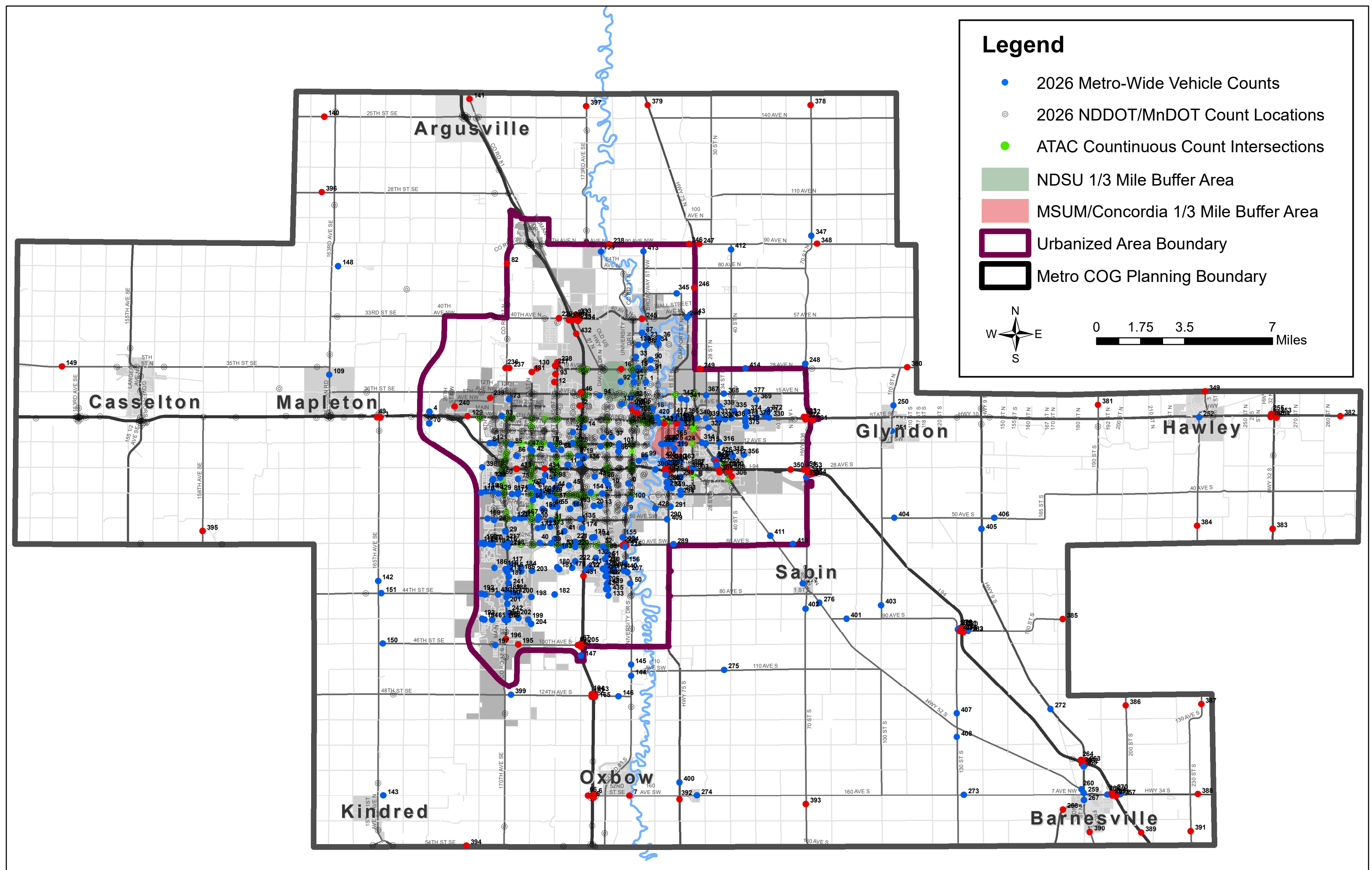


Exhibit D – Sample Traffic Data Entry Table

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Exhibit D - Sample Traffic Data Entry Table

2026 Fargo-Moorhead Metro Area-Wide Traffic Counts

Indicates Examples
Columns to be completed by Metro COG

[illegible]

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2025
Re: **2026-2027 UPWP Update**

Since the Policy Board adopted Metro COG's 2026-2027 Unified Planning Work Program (UPWP) on September 25, there have been several items identified by oversight agencies to be revised.

- A. Revenue adjustments to show corrected PL and FTA amounts provided by NDDOT, not MnDOT, also separately detailing the MnDOT State Planning Grant and Complete Streets Set-Aside estimates from both NDDOT and MnDOT. This equated to an approximate \$16,000 increase.
- B. Adjusting expense amounts to reflect the slight increase in revenue, funding amounts (\$12,000) for the combined 2055 Socioeconomic & Demographic Forecast and the Regional Freight Plan Update planning study amounts were "leveled up" to even dollar amounts.
- C. The remaining balance for expenses (\$3,800) went to overhead expenses, increasing individual line-item amounts for information systems (software), audit, legal services and HR services.
- D. There were also several text revisions throughout the UPWP to correctly address Executive Orders, USDOT Directives, and various other minor text additions providing explanation and clarity to oversight agencies.
- E. More recently, Metro COG was asked to provide a different breakdown of federal revenue funds and expenses, resulting in an approximate \$6,000 overall decrease in funds. This amount necessitated reductions in information systems (software) expenses and fine-tuning of our loaded wage amount, now that we were able to incorporate 2026 health insurance amounts, arriving at a more accurate, decreased, amount.

Metro COG was asked to revise the Figure 9 Revenue table numerous times over the past few weeks since there was disagreement amongst our oversight agencies as to how these amounts should be detailed, the last adjustments submitted on Wednesday, November 12. Hopefully, this will be determined well in advance of preparation for the 2027-2028 UPWP.

Recommendation: no action required – informational item only.

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: November 13, 2025
Re: **Unpaid Expenses by NDDOT**

With the additional \$812,000 redistributed to Metro COG in 2024, approximately \$49,000 was identified for the purchase of Bike-Ped Counters. Even though this was shown in the approved 2024 UPWP, when the paid invoice was submitted for reimbursement, NDDOT and FHWA stated that it was an ineligible expense and Metro COG was not reimbursed. There were also a couple of consultant invoices of approximately \$6,000 for planning projects that were paid by Metro COG in 2024 which were also not reimbursed by NDDOT.

These un-reimbursed expenses, in addition to the lengthy time taken for reimbursements to be processed and approved, have kept Metro COG in a cash crunch for the past few months and we are constantly running behind. Thus far, we have been able to pay our basic bills and keep staff paid, but we are getting further and further behind on paying the majority of our bills.

With no significant cash reserves, we need to talk about how to establish and build up a reserve for times like this. Metro COG only has two sources of revenue: Federal CPG funding through our annual contract with NDDOT, based on our UPWP, and annual dues from the local jurisdictions. I brought this item up for discussion at the November 3 Executive Committee meeting and the consensus was to bring it before the full Policy Board for discussion.

Recommendation: no action required – informational and discussion item only.