

The 626th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
THURSDAY, April 18, 2024 – 4:00 p.m.
AGENDA

1. Call to Order and Introductions
 - a. Introductions Information Item
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Minutes of the March 21, 2024 Board Meeting Action Item
 - d. Approve April 2024 Bills Action Item
2. Consent Agenda **Action Item**
 - a. March End of Month Report
 - b. Metro COG 1st Quarter Report
3. Regular Agenda
 - a. Public Comment Opportunity Public Input
 - b. 2024-2027 Transportation Improvement Program Amendment 6 **Action Item**
 - c. West 94 Area Transportation Plan Request for Proposals **Action Item**
 - d. 15th Avenue North Corridor Study thru Dilworth Request for Proposals **Action Item**
 - e. North Dakota Federal Functional Classification Update **Action Item**
 - f. Kindred Associate Membership Request **Action Item**
 - g. 2024 Bicycle and Pedestrian Count Report Information Item
 - h. UPWP and Funding Updates Information Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, May 16, 2024 at 4:00 p.m.

Metro COG is encouraging citizens to provide their comments on agenda items via email to leach@fmmetrocog.org. To ensure your comments are received prior to the meeting, please submit them by 8:00 a.m. 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.

For Public Participation, please REGISTER with the following link:

https://us02web.zoom.us/webinar/register/WN_-nXG9D41Qg-4niFMGMulmQ

Red 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 Savannah Leach, Metro COG Office Manager, 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.

**625th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, March 21, 2024 – 4:00 pm**

Members Present:

Duane	Breitling	Cass County Commission
Chuck	Hendrickson	Moorhead City Council
Brenton	Holper	City of Horace (alternate for Jeff Trudeau)
Denise	Kolpack	Fargo City Commission
Jenny	Mongeau	Clay County Commission
Julie	Nash	Dilworth City Council
Ryan	Nelson	Moorhead City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission
Deb	White	Moorhead City Council
Aaron	Murra	NDDOT – Fargo District (ex-officio)

Members Absent:

Amanda	George	West Fargo City Commission
John	Gunkelman	Fargo Planning Commission
Thomas	Schmidt	Fargo Planning Commission
Jeff	Trudeau	Horace City Council (alternate present)
Shiloh	Wahl	MnDOT – District 4 (ex-officio)

Others Present:

Adam	Altenburg	Metro COG
Paul	Bervik	Metro COG
Jaron	Capps	Metro COG
Dan	Farnsworth	Metro COG
Ben	Griffith	Metro COG
Savanna	Leach	Metro COG
Chelsea	Levorsen	Metro COG
Michael	Maddox	Metro COG
Wayne	Zacher	NDDOT

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

The meeting was called to order at 4:00 pm, on March 21, 2024 by Chair Breitling, noting a quorum was present. Introductions were made.

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

Chair Breitling asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the March 21, 2024 Policy Board Meeting.

Ms.Kolpack moved, seconded by Mr. Olson

MOTION, passed

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Chair Breitling asked for approval of the Minutes of the February 15, 2024 Meeting.

**MOTION: Approve the February 15, 2024 Policy Board Meeting Minutes.
Ms. Preston moved, seconded by Ms. Nash
MOTION, passed
Motion carried unanimously.**

1d. Monthly Bills, approved

Chair Breitling asked for approval of the March 2024 Bills as listed on Attachment 1d.

**MOTION: Approve the March 2024 Bills List.
Mr. Olson moved, seconded by Ms. Kolpack
MOTION, passed
Motion carried unanimously.**

2. CONSENT AGENDA

Chair Breitling asked for approval of Items a-b on the Consent Agenda.

- a. February Month End Report
- b. Update to MATBUS PTASP (Safety Plan)

**MOTION: Approve Items a-b on the Consent Agenda.
Mr. Strand moved, seconded by Ms. White
MOTION, passed
Motion carried unanimously.**

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. 2024-2027 Transportation Improvement Program (TIP) Amendment 5

Mr. Bervik presented Amendment 5 to the 2024-2027 Transportation Improvement Program (TIP). A public notice was published in the Forum of Fargo-Moorhead on Wednesday, February 28, 2024. Public comments were accepted until 12:00 noon on Thursday, March 14, 2024. No written or verbal comments were received.

The proposed amendment to the 2024-2027 TIP is as follows:

- 1. **Modification of Project 324003:** City of West Fargo replacing lighting heads with LED lighting heads throughout the city (2024). Updating total project cost (42%) and local funding.
- 2. **Modification of Project 7232023:** City of Horace construction of a new shared use path along County Road 17 (2024). Updating total project cost (9%) and local funding.

3. **Removal of Project 5220014:** Moorhead Transit replacement of one bus shelter (2024). Project will not be federally funded.
4. **Modification of Project 9240052:** NDDOT remove negative left turn offsets at various locations. (2024). Moving project from 2026 to 2025.
5. **New Project 5245068:** City of Moorhead reconstruction of 34th Street (2025).
6. **New Project 5245069:** City of Moorhead reconstruction of shared use path and construction of new sidewalk along 34th Street (2025).

Mr. Strand asked Mr. Bervik to elaborate on the replacement of street lights to updating to LED bulbs, as the city of Fargo has committed to replacing all lighting with street lights. He asked if there was an application process for this TIP funding. Mr. Bervik said that the TTC/PB went through this process at the last couple meetings.

MOTION: Approval of Amendment 5 of the Metro COG 2024-2027 Transportation Improvement Program (TIP).
Mr. Piepkorn moved, seconded by Ms. White.
MOTION, passed
Motion carried unanimously.

3c. **Metro COG TMA Transition**

Mr. Griffith presented an update to Metro COG's TMA transition. He gave a brief summary of the meeting between Metro COG's Executive Committee and NDDOT Director Ron Henke and Deputy Director Chad Orn. Mr. Griffith said the de-obligated project amounts will be re-obligated back to Metro COG, under the caveat that the funds be spent completely by the end of CY2024. Mr. Olson asked if this meant that projects will have only 12 months to complete projects, and Mr. Griffith explained that multi-year projects will be submitted for funding differently in the future.

Mr. Griffith discussed the meaning of Metro COG's transition from MPO to TMA.

4. **Additional Business**

11th Street Underpass groundbreaking celebration, next week.

UPWP Amendment 6 submission

UPWP 2025-2026 draft

Diversion Authority platting for recreational areas

5. **Adjourn**

MOTION: Adjourn the 625th Meeting of the FM Metro COG Policy Board
Mr. Strand moved, seconded by Ms. Preston
MOTION, passed.
Motion carried unanimously.

The 625th Meeting of the FM Metro COG Policy Board held Thursday, March 21, 2024 was adjourned at 4:40 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD APRIL 18, 2024, 4:00 P.M.

Respectfully Submitted,

Savanna Leach
Executive Assistant

To: Policy Board
From: Paul Bervik, Assistant Transportation Planner
Date: March 15, 2024
Re: **2024-2027 Transportation Improvement Program (TIP) Amendment 5**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting both in-person and via Zoom Video Communications on Thursday, April 11, 2024 at 10:00 AM to consider public comments regarding a proposed amendment to the 2024-2027 Transportation Improvement Program (TIP) for the FM Metropolitan Area. The proposed amendment to the 2024-2027 TIP reflects modified, federally-funded projects within the Metropolitan Planning Area (MPA).

A public notice was published in the Forum of Fargo-Moorhead on Wednesday, March 27, 2024, which advertised the public meeting, detailed how to request more information, and provided information on how to provide public comments regarding the proposed amendment. Public comments were accepted until 12:00 noon on Thursday, April 11, 2024. As of the writing of this memo, no written or verbal comments were received.

The proposed amendment to the 2024-2027 TIP is as follows:

1. **Modification of Project 1240005:** Casselton construction of a new shared use path along Governor's Drive from 8th Street South to 0.4 miles north of 37th Street Southeast (2024). Splitting the project into phases and updating the project limits, project description, total project cost, and local cost.

Metro COG staff presented the information contained in Amendment #6 to the TTC at their regularly scheduled meeting on April 11, 2024. The TTC did not have any comments and unanimously recommended the Policy Board approve the TIP amendment. No comments were received from the public during the public comment period.

See **Attachment 1** for more detailed project information.

Requested Action: Approval of Amendment 6 to the Metro COG 2024-2027 Transportation Improvement Program (TIP).

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
City of Casselton	1240005 24113	2024	Governor's Drive		0.4 miles North of 37th Street 8th Street South	8th Street South 37th Street Southeast	Phase 1 of the construction of and a pedestrian bridge crossing the Swan Creek Diversion and a new shared use path along Governor's Drive between 8th Street South and the Ace Hardware access point. Construction of a new shared use path along Governor's Drive and a pedestrian bridge crossing the Swan Creek Diversion between 8th Street South and 37th Street Southeast	Bike/Ped	\$1,040,000 \$868,338	CRP	Local	\$694,670 \$345,330 \$173,668

To: Metro COG Policy Board
From: Dan Farnsworth, Transportation Planner
Date: April 12, 2024
Re: **West 94 Area Transportation Plan Request for Proposals**

Once construction of the FM Diversion is completed and certified, roughly 2.5 square miles of undeveloped land, bound to the east & north by the Sheyenne Diversion & I-94 and bound to the west & south by the FM Diversion, will be desirable for development. This land, being called the West 94 Area (for the purposes of this plan), is within West Fargo's extraterritorial area and is expected to experience rapid development once sanitary sewer is extended. However, due to existing barriers, such as the Sheyenne Diversion & I-94, and existing development & limited transportation corridors to the east, transportation to/from the West 94 Area will be challenging.

The objective of this plan is to determine the most likely growth and travel scenarios (resulting from development of the West 94 Area) as well as connections to/from the Area, including a connection to I-94. In addition, this plan will develop a proposed arterial/collector roadway network within the West 94 Area.

This plan will be a consultant-led project with a total budget of \$300,000. 80% (\$240,000) will come from Metro COG's CPG funds with 20% (\$60,000) coming from the City of West Fargo. This project is expected to kick-off in July of 2024 with a completion timeframe of June/July of 2025. Due to new requirements from the FHWA, no carry-over funds will be allowed between 2024 and 2025. Therefore, the soon-to-be allocated \$150,000 in 2024 funds will need to be expended in 2024 and the \$150,000 in 2025 funds will need to be expended in 2025.

Attached is the plan's draft RFP which is anticipated to be released pending Policy Board approval on April 18th.

Requested Action: Approval and subsequent release of the West 94 Area Transportation Plan Request for Proposals.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2024-214

West 94 Area Transportation Plan
West Fargo, ND

April, 2024

APPROVED:

Ben Griffith
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

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

West 94 Area Transportation Plan

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 **\$300,000. \$150,000 is budgeted for 2024 and \$150,000 is budgeted for 2025. No excess funding from 2024 can be carried over to 2025. The Consultant shall utilize \$150,000 in 2024 and \$150,000 in 2025.**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrocog@fmmetrocog.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.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 Wednesday May 15, 2024** 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-five (35) pages; including any supporting material, charts, or tables.

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@fmmetrocog.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 Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrocog.org.

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Exhibit A – Cost Proposal Form

Exhibit B – Federal Clauses

Exhibit C – SFN 60232: Proposed Sub

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

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. 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

A major permanent flood projection project known as the FM Area Diversion is currently under construction with completion anticipated in 2027 and flood certification anticipated thereafter (potentially in 2029). Once certification of the FM Area Diversion is complete, lands formerly within the floodplain will be outside of the floodplain and will be desirable for development.

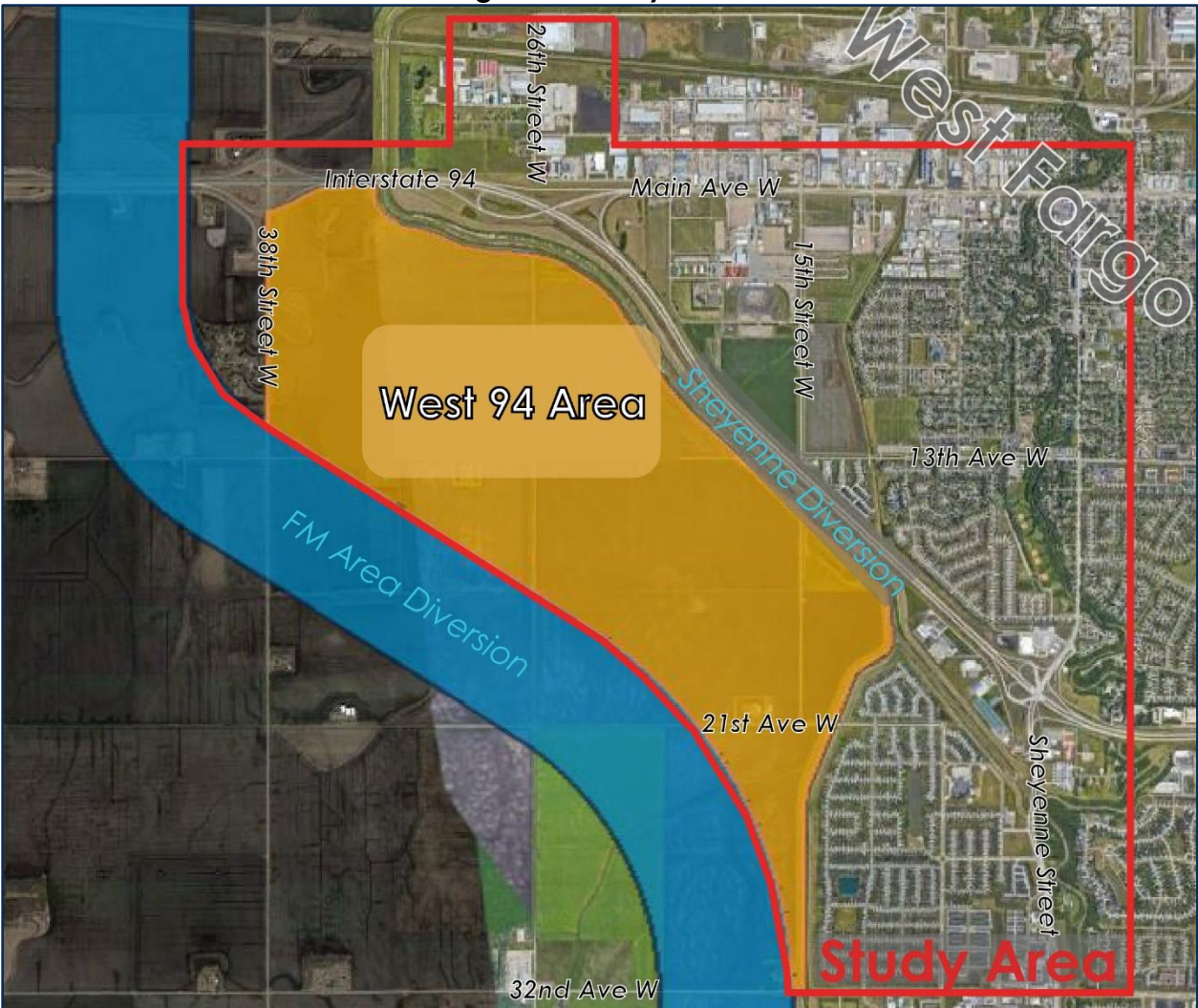
Of those lands which are anticipated for development, roughly 2.5 square miles of undeveloped land are to be analyzed as part of this study. This land, which we're calling the West 94 Area, is bound to the east and north by the Sheyenne Diversion and I-94, and bound to the west by the FM Area Diversion. This land is currently in the City of West Fargo's extraterritorial area and can be seen in Figure 1.

While said land is anticipated for development, such development won't occur until sanitary sewer is extended to the West 94 Area. However, after sewer is extended, the land is anticipated to develop at a rapid pace.

A challenge to the future growth and functionality of the West 94 Area will be transportation infrastructure to/from this area. Very few roadway connections currently connect to/from the West 94 Area, particularly toward the east where the majority of the destinations are anticipated. Existing barriers will make roadway connections from the West 94 Area to developed West Fargo difficult and expensive. As seen in Figure 1, the existing Sheyenne Diversion, I-94, and existing residential development to the east will make for challenging connections.

The objective of this study is to determine the most likely growth and travel scenario(s) (resulting from development of the West 94 Area) as well as planning-level connections to/from the Area, including a connection to I-94.

Figure 1 – Study Area



III SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is the scope of work that will guide development of the West 94 Area Transportation Plan in West Fargo's extraterritorial area. 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. The Consultant may include in the proposal any additional performance tasks or the modification of the tasks listed below that will integrate approaches to successfully complete the project. At a minimum, the Consultant is expected to complete the following tasks 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 progress meetings with Metro COG. It should be assumed that progress meetings will occur every two weeks.

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 West 94 Area Transportation Plan, 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 – Existing & Planned Conditions

The Consultant shall gather any existing and planned conditions relative to the study area. Planned conditions will entail conditions which will be in-place upon completion of the FM Area Diversion. Metro COG and applicable jurisdictions can aid in these efforts by providing relevant information where it exists. All other information necessary to accomplish the goals of the Existing & Planned Conditions task will need to be compiled by the Consultant. (Note – engineering services such as surveying and geotechnical analysis are not eligible for Metro COG reimbursement; therefore, such datasets will need to be collected through desk review research).

Existing conditions should include but is not limited to:

- Roadways within study area
- Roadway widths, cross sections, traffic calming infrastructure, speed limits, and rights of way where necessary
- Roadway authority/ownership and access management
- AADT counts in study area (assume counts are provided)
- Turning movement counts at up to five (5) intersections (to be collected by Consultant)
- Existing bicycle/pedestrian infrastructure
- Features such as rivers/creeks, drains, flood infrastructure, utilities

- Sheyenne diversion cross sections as available
- Environmental data (wetlands, environmental justice areas, etc.)
- Existing land use, including private vs. publicly-owned properties

Planned conditions should include but is not limited to:

- FM Area Diversion footprint
- FM Area Diversion bridges, including bridge widths

The Consultant should also review relevant documents and studies related to this study. Other relevant studies include, but are not limited to: West Fargo's comprehensive plan (West Fargo 2.0), Northwest Metro Transportation Plan, 2050 Baseline Demographic Forecast, Sheyenne St Corridor Study (2016), 13th Ave Corridor Study (2019), Fargo/West Fargo Parking & Access Study, Fargo-Moorhead Area Interstate Operations Analysis (2023), I-94 & 26th St NW Interchange layouts, and West Metro Perimeter Highway Study (ongoing).

This study should coordinate and share information between other ongoing studies, specifically the West Metro Perimeter Highway Study and a planned West Fargo growth area master plan. If and when appropriate, coordination between studies should occur for data collection, public involvement, and other applicable efforts.

Task 3 – Future Conditions Analysis

The Consultant shall work with Metro COG and West Fargo city staff in determining anticipated growth within the West 94 Area for 50% build-out and full build-out planning horizons. The anticipated growth scenarios should include the anticipated land uses, densities, and socioeconomic data such as number of jobs and households. Job and household analysis as part of Metro COG's 2050 Metropolitan Transportation Plan (MTP) should be taken into consideration.

Using the 50% and full build-out planning horizons, the consultant shall develop future traffic projections for all anticipated roadway connections in/out of the West 94 Area. These connections should include the following:

- 32nd Ave W & Sheyenne Diversion
- 21st Ave W & Sheyenne Diversion
- Christianson Dr over Sheyenne Diversion
- 13th Ave W/15th St(CR 28) over Sheyenne Diversion & I-94 (overpass only)
- 13th Ave W/15th St(CR 28) over Sheyenne Diversion & I-94 (interchange)
- 26th St over Sheyenne Diversion via a reconfigured I-94 interchange
- Various locations along 38th St W

Future traffic volumes shall be determined using the latest Fargo-Moorhead Area travel demand model (TDM). For both the 50% and full build-out planning horizons, up to five (5) future traffic scenarios shall be run to determine how the presence or absence of certain connections listed above would affect the connection corridors and larger

roadway network within the study area (note: The study area encompasses a larger area than the West 94 Area. Please see Figure 1 for study area). The combinations of roadway connections will be determined by Metro COG and the City of West Fargo before or during the study process.

Analysis of connection corridors should be conducted to determine the capacity necessary to accommodate traffic to/from the West 94 Area. Analysis should also be conducted for the roadway network within the study area in order to determine roadway capacity and intersection level of service (LOS).

Task 4 – Jurisdictional and Public Engagement

Jurisdictional and Public Engagement will include the following:

Study Review Committee Meetings

Development of this study will be guided by a Study Review Committee (SRC) who will provide oversight and input into the study process, methodology, parameters of alternatives, and overall findings and recommendations. The Consultant should propose the quantity, timing, and content of these meetings.

The Consultant will be responsible for the preparation and coordination of all information, documents, and agendas for the SRC. The Consultant will be expected to distribute materials to the SRC in a timely manner, no less than three business days prior to the meetings. Metro COG and the Consultant will work together in coordinating and scheduling SRC meetings. The Consultant is also responsible for the recording of meeting minutes, which should be submitted to Metro COG's project manager and will serve as documentation of the SRC's guidance and decisions.

Stakeholder Outreach

In consultation with Metro COG and the City of West Fargo, the Consultant shall develop a list of stakeholders which could be impacted by or could have involvement in the development of the West 94 Area or associated future transportation connections. These stakeholders could include, but not be limited to: West Fargo Parks, Cass County Planning & Engineering, Red River Fairgrounds, and Mapleton Township. The Consultant should anticipate a minimum of two (2) stakeholder meetings throughout the study process.

Public Engagement

The Consultant shall propose an approach for public outreach & involvement which shall be in accordance with Metro COG's Public Participation Plan (https://www.fmmetrocog.org/application/files/4016/7277/3608/2022_PPP_-_Final_Policy_Board_Review.pdf). Public outreach should focus on notifying the

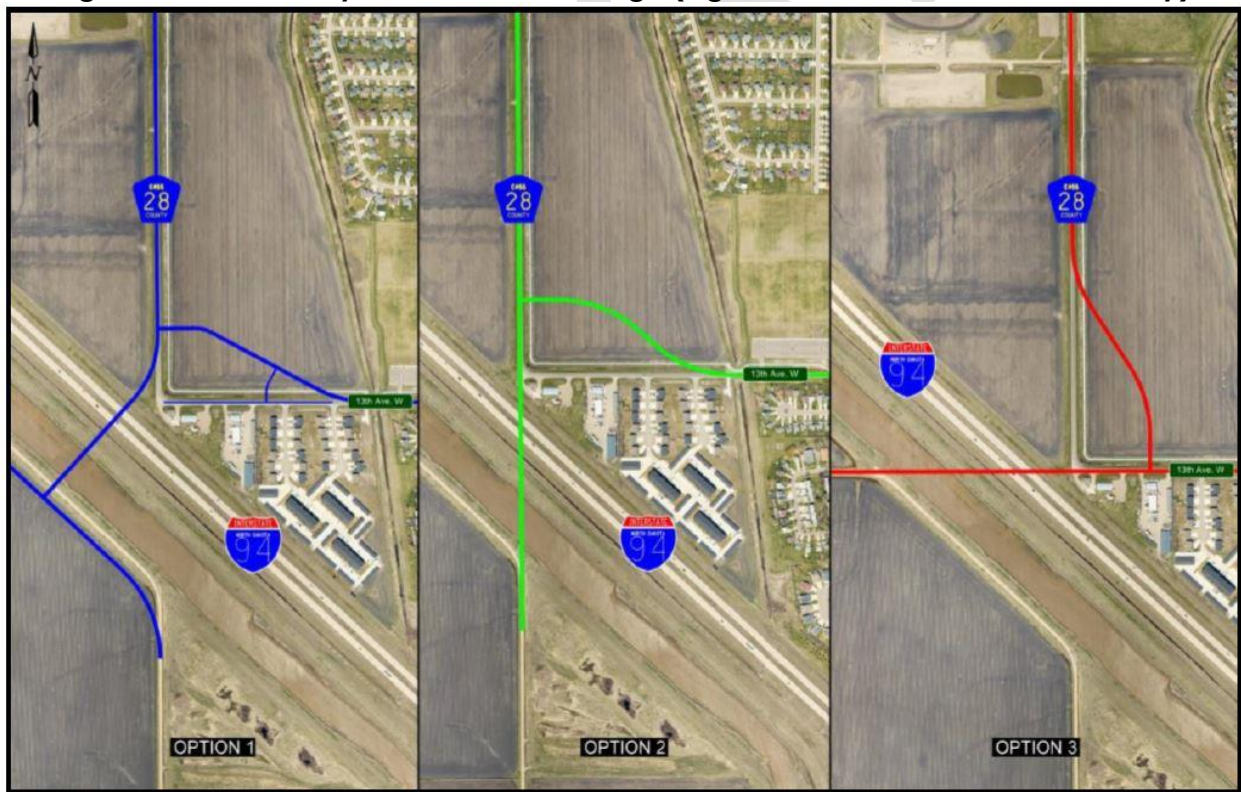
public about this study, providing up-to-date information, and provide opportunities for public questions, comments, and feedback. In particular, businesses, institutions, and property owners who may be affected by the outcomes of this study should be notified.

Please note that all public notices, mailings, and social media boosts, etc. shall be paid for out of the project budget. Metro COG's website will be used to host the project webpage, and Metro COG staff will work with the Consultant to keep the website up-to-date with content provided by the Consultant team.

Task 5 – I-94/Sheyenne Diversion Crossing Layouts

Building off Alternative 1 of the I-94 & Sheyenne Diversion overpass as developed in the [13th Avenue Corridor Study](#) (Figure 46 in the study), the Consultant shall verify and, as necessary, refine the proposed I-94 & Sheyenne Diversion overpass layout, which shall include bridge width, lane width, bicycle & pedestrian accommodation needs & width, number of lanes, and any other necessities to meet future needs of a potential bridge at this location. Full-build TDM outputs from Task 3 should be used to determine/verify the number of travel lanes on the bridge.

Figure 2 – I-94 & Sheyenne Diversion Bridge (Figure 46 of 13th Ave Corridor Study)



In addition, vertical clearance of the bridge over both I-94 and the Sheyenne Diversion shall be determined in order to develop accurate planning-level bridge cost estimates.

The Consultant shall also refer to overpass Alternative 1 of the 13th Avenue Corridor Study to refine the connection of the overpass to 13th Ave/15th St(CR 28). This shall include a minimum of two intersection alternatives for the intersection of the overpass roadway to 13th Ave/15th St(CR28).

Building upon the bridge layouts, a minimum of three (3) interchange alternatives shall be developed which provide vehicle access to/from the bridge to I-94.

When developing the alternatives listed above, consideration shall be given to a variety of factors, including but not limited to: right-of-way, existing structures, property ownership, environmental considerations/constraints, hydrology, constraints imposed by the interstate & Sheyenne Diversion, clearance criteria for interstate & Sheyenne Diversion, and more. Planning level cost estimates and right-of-way needs shall be developed for each alternative.

Task 6 – Additional Connection Layouts

In addition to the connection over I-94 & the Sheyenne Diversion (Task 5), the Consultant shall develop layouts with associated planning-level cost estimates for the following connections to/from the West 94 Area:

- 32nd Ave W & Sheyenne Diversion
- 21st Ave W & Sheyenne Diversion
- Christianson Dr over Sheyenne Diversion

At least one layout shall be developed for each connection and each connection shall include bicycle and pedestrian accommodations. Considerations shall be given to right-of-way, existing structures, property ownership, environmental factors (including environmental justice areas), hydrology & flood protection infrastructure, neighborhoods & schools, and more. Where warranted (per the traffic analysis results from Task 3) layouts may need to include additional roadways from the point of connection to a major connecting corridor able to accommodate the resulting traffic (such as Sheyenne St).

A proposed extension of 26th St NW over the Sheyenne Diversion via a reconfigured I-94 interchange has been analyzed and layouts have been developed as part of previous planning efforts. Therefore, no layouts of a connection to/from the West 94 Area via 26th St/I-94/Main Ave need to occur as part of this study, unless the Consultant believes other options are needed.

Lastly, the West 94 Area is anticipated to necessitate multiple connections to 38th St NW at the west end of the Area. The Consultant shall show access points to 38th St which should be developed in cooperation with the SRC and should take into consideration local access spacing requirements.

Task 7 – Implementation Plan

The Consultant shall work closely with the City of West Fargo and the SRC in developing a collector/arterial roadway network within the West 94 Area. This future roadway network should meet the goals and objectives of current plans such as West Fargo's comprehensive plan (West Fargo 2.0), Fargo/West Fargo Parking and Access Study, the most current Fargo-Moorhead Metropolitan Transportation Plan, and any other relevant plans. Development of the future roadway network shall include connections from the West 94 Area to the surrounding roadway network.

In addition, the Consultant shall work closely with the City of West Fargo and the SRC in developing a phasing plan for future collector/arterial roadways within the West 94 Area as well as phasing of the roadway connections described in Task 6. The phasing plan shall take into account anticipated growth rates and development patterns, connection cost and feasibility, future traffic conditions, bicycle and pedestrian connectivity, and other considerations.

Task 8 – Draft Report

Upon completion of the aforementioned tasks, the Consultant shall provide a draft report for review by the SRC. The report shall include but not be limited to: existing & planned conditions information, future conditions information, summary of engagement, crossing layouts and cost information, (implementation), and pertinent maps and graphics.

The report shall include an appendix. Meeting summaries, public engagement results, and technical analysis should be included in the appendix of the report.

Task 9 – Final Report

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report. The final report shall be in PDF format.

Task 10 – Adoption Process

As part of the study's adoption process, presentations will be made to local boards and committees. The Consultant should budget for up to four presentations of the final study to local committees and board.

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 4/19/2024
Due Date for Proposal Submittals (by 4:30pm)	5/15/2024
Review Proposals/Identify Finalists	5/16/2024 – 5/22/2024
Interview Finalists	between 5/30/2024 – 6/5/2024
Metro COG Board Approval/Consultant Notice	6/20/2024
Contract Negotiations/Develop Contract	6/21/2024 – 7/1/2024
Signed Contract	approximately 7/2/2024
QBS Submittal & Approval (between NDDOT & Metro COG)	7/2/2024 – 7/11/2024
Notice to Proceed*	approximately 7/12/2024

***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)

\$200,000 Available*

Project Kick-off	July 2024
Plan Development	July 2024 – December 2024

\$100,000 Available*

Plan Development	January 2025 – March 2025
Final Draft of Study	April 2025
Final Completion of Study	May 2025
Presentations to committees and boards	June - July 2025
Final Invoices Received	July 2025

***\$150,000 is budgeted for 2024 and \$150,000 is budgeted for 2025. No excess funding from 2024 can be carried over to 2025. The Consultant shall utilize \$150,000 in 2024 and \$150,000 in 2025.**

V EVALUATION AND SELECTION PROCESS.

Selection Committee. The Client will establish a multijurisdictional selection committee to select a Consultant. The Selection Committee may consist of staff from Metro COG, the City of West Fargo, and any other applicable stakeholders.

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

- 20% - Understanding of study objectives and local/regional issues
- 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
- 15% - Current workload and ability to meet deadlines
- 5% - Inclusion of DBE/MBE firm on project team

The Selection Committee, at the discretion of the Client 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 June 20th, 2024 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

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

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 the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

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

- 1) **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) A timeline for completion of the requested services, including all public participation opportunities 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 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) Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms, if applicable.
 - i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 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

Exhibit C – SFN 60232: Proposed Sub-Consultant Request

VII SUBMITTAL INFORMATION

Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Cost proposals should be shipped to ensure timely delivery to the contact as defined below:

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 Wednesday, May 15, 2024 will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed thirty-five (35) 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 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) Disadvantaged Business Enterprise.** Pursuant to Department of Transportation

policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

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

IX CONTRACTUAL INFORMATION

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

- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
- 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 the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

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, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section 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 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

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

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

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

XIV LIMITATION ON CONSULTANT

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

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

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 the Client or in any way compromise the services to be performed under this agreement. The

Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

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

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

West 94 Area Transportation Plan

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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

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

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

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.

West 94 Area Transportation Plan

- (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 or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

Exhibit C – SFN 60232: Proposed Sub-Consultant Request

DRAFT

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number		NDDOT Project Control Number		Prime Consultant Company Name	
Company Name		Owner			
Address		City		State	ZIP Code
Company Telephone Number	Fax Number		Email Address		

Type of Work to be Subcontracted

<input type="checkbox"/> Appraisals	<input type="checkbox"/> Environmental	<input type="checkbox"/> Planning	<input type="checkbox"/> Structural Design
<input type="checkbox"/> Architecture	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Public Involvement	<input type="checkbox"/> Survey
<input type="checkbox"/> Bridge Inspection	<input type="checkbox"/> Materials Testing	<input type="checkbox"/> Roadway Design	<input type="checkbox"/> Traffic Operations
<input type="checkbox"/> Construction Engineering	<input type="checkbox"/> Partnering Facilitation	<input type="checkbox"/> Soil Contamination	<input type="checkbox"/> Wetlands Delineation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Steel Fabrication	<input type="checkbox"/> Other

The undersigned declares that all statements listed above are true.

Firm Name	
Print Name	
Title	
Signature	Date

Is Firm Currently NDDOT Certified as a DBE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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To: Policy Board
From: Michael Maddox, AICP – Senior Transportation Planner
Date: April 12, 2024
Re: **15th Avenue North Corridor Study Request for Proposals**

In 2023, Metro COG concluded the TH10 Corridor Study through Dilworth. The aim of that study was to prepare roadway alternatives for the upcoming reconstruction of TH10 through the entirety of the City of Dilworth. The major focus of the effort was to solidify a vision of Dilworth's Downtown, mitigate impacts of Trunk Highway (US Hwy) 10, and consider multimodal transportation improvements.

One of the alternatives that was forwarded from the corridor study was a three-lane cross section of TH10 through Downtown Dilworth. In order to mitigate the risk of reducing the number of lanes on this stretch, the study recommended providing an alternate route for traffic to travel eastbound. The connection that was identified was 15th Avenue N, which is currently gravel but already acts as a way to access County Road 11 for trips destined for TH10 or I-94 eastbound.

The 15th Avenue North Study would identify improvements (e.g. paving) that could be made to the facility as well as identify any issues that there may be. The study would also look at the future jurisdictional ownership of the roadway.

Metro COG identified this undertaking as a consultant-led effort included in its Unified Planning Work Program (UPWP) to begin in 2024. The budget for this project is \$150,000 (\$120,000 CPG, \$30,000 local match to be split between Clay County and the City of Dilworth).

The Transportation Technical Committee (TTC) unanimously recommended approval and release of the 15th Avenue North Corridor Study in Dilworth at their regularly scheduled meeting on April 11, 2024.

Attached is the study's draft Request for Proposal which is anticipated to be released pending Policy Board approval on April 18th.

Requested Action: Approval and the subsequent release of the 15th Avenue North Corridor Study Request for Proposals.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2024-213

15th Avenue N Corridor Study

February 2024

APPROVED:

Ben Griffith
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

15th Avenue N Corridor Study

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral 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: metrococg@fmmetrococg.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.fmmetrococg.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 (Exhibit D) with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Wednesday, May 15, 2024** at the Metro COG office will be given equal consideration. Respondents must submit four (4) print copies of the proposal. The full length of each proposal shall not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals shall be shipped to ensure timely delivery to the contact defined below:

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrococg.org
701-532-5104

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

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

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

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. 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

MnDOT, Metro COG, and the City of Dilworth recently concluded a study of TH10 through Dilworth. This study identified cross section alternatives for the future reconstruction of the TH10 from 34th Street (the western boundary of Dilworth) and 14th Street (the eastern boundary of Dilworth). One alternative developed during that study was a reduction of the current four-lane section in Dilworth's traditional downtown area to a three-lane section. The current and future traffic volumes on TH10 could be accommodated with the proposed lane reduction. However, the project participants thought there was a risk since TH10 is one of the only connections in and out of the region. Since Dilworth is on the eastern edge of the urbanized area, alternate roadway connections do not exist.

The TH10 Corridor Study through Dilworth identified alternate corridors that could be improved to provide alternate routes for TH10 traffic originating from the northern parts of the region destined for I-94 or TH10 eastbound as well as alternate routes for Dilworth residents to access retail opportunities such as the Dilworth Walmart. 15th Avenue N was identified as one of those alternate corridors.

15th Avenue N provides for continuous east/west travel across Dilworth and Moorhead, with a bridge over the Red River of the North providing access into North Fargo via 12th Avenue N. The roadway is paved from the Red River to County Road 9, at which point it turns to gravel. The 15th Avenue N corridor has long since been a popular route for those wishing to avoid weekend congestion on TH10, as it connects County Road 11/MN336 which becomes a divided highway providing access to TH10 and I-94. So much so, that the roadway condition in the gravel parts of the corridor has greatly suffered.

At the core of this study, Metro COG would like the Consultant to develop alternatives for the improvement of 15th Avenue N, between County Road 9 and County Road 11. The aim of the study is to develop paved roadway alternatives for this section of 15th Avenue N and to consider the proper jurisdictional ownership for the ongoing operation and maintenance of the roadway. The consultant should consider ROW needs, impacts to adjacent properties, utility infrastructure, future connections into Dilworth, intersection

treatments, and the like.

The gravel portion of the roadway is the separation of Oakport and Moorhead townships. The consultant should facilitate discussions with the townships, Clay County, and the City of Dilworth on the future jurisdictional owner of the roadway.

The consultant should also work with the City of Dilworth, Clay County, and the townships on evaluating the future land use that should be shown along the corridor. Specifically using that to develop a plan for any multimodal transportation facilities such as shared-use paths that should be considered.

Clay County Legal Ditch 41 runs along the south side of the corridor impacting the availability of ROW. This drainage ditch has the potential to greatly impact the feasibility of alternatives and therefore should be taken into consideration in the development of alternatives.

III SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is a scope of work that the Consultant should use as a guide to determine the intent of the 15th Avenue N Corridor Study. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

At minimum, the Consultant is expected to complete the following tasks as part of this project:

Task 1 – Project Management

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 progress meetings with Metro COG. It should be assumed that progress meetings will occur at least biweekly and as needed in between.

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 15th Avenue N Corridor Study, 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 within 30 business days following the end of each month 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. Metro COG reviews and processes all invoices for payment that are received prior to its Policy Board (3rd Thursday of each month). Any invoice received after the Wednesday before Policy Board meetings will not be processed until the next Policy Board meeting.

Task 2 – Public Participation

The Consultant will be responsible for developing a strategy for public participation which shall be in accordance with Metro COG’s most current Public Participation Plan (PPP). The consultant should propose how, in its opinion, public participation should be approached. At a minimum this should include:

1) Study Review Committee Meetings

Metro COG will work with the Consultant to arrange a Study Review Committee (SRC). This committee will be tasked with overseeing and directing the planning effort. The consultant shall propose the number and frequency of such meetings as well as its composition. The Consultant will be responsible for scheduling and developing materials necessary to conduct the SRC meetings, as well as developing meeting minutes to document the discussions had and decisions made at each meeting.

2) Public Input

Since one of the purposes of this study is to weigh the pros and cons of Clay County ownership of the roadway, public input meetings are necessary to allow residents the chance to comment. The Consultant shall propose at least one (1) public input meeting to gauge the public’s desire for such roadway improvements. All property owners along the study corridor shall be notified of the public meeting. The Consultant should also consider other mechanisms that would facilitate public input in its approach, whether these be virtual or in-person.

The Consultant shall be responsible for developing and providing advertising materials necessary for public participation. The Consultant will be responsible for all costs pertaining to public participation including mailing notices to the property owners along the corridor.

The Consultant will provide a summary of all public engagement and is responsible for presentation materials at public meeting(s), including but not limited to sign-in sheets, comment forms, handouts, roll drawings, meeting display boards, and meeting presentations. All public comments received shall be included in the final report or an appropriate report appendix. The Consultant will provide a contact person for which the public to provide input. The contact person shall be made available by phone, mail, and email.

3) Stakeholder Meetings

The Consultant should take into consideration the need to coordinate with project stakeholders such as adjacent landowners. The Consultant should propose any such meetings that it deems are necessary for the development of the plan. The Consultant should include in its proposal any such entities that, in its opinion, would have a stake or be impacted by the improvement of 15th Avenue N.

Task 3 – Existing Conditions

The Consultant shall be responsible for collecting or documenting necessary data to provide insight in the conditions and characteristics of the corridor as they currently exist. At a minimum this should include:

- Current Functional Classification
- Roadway geometry and typical sections
- ADT, truck volumes, speeds
- Traffic control and posted speeds
- Accesses
- Structures
- Crash history
- Utilities
- Roadway Maintenance Costs, including past improvements

Task 4 – Future Conditions

The Consultant will be responsible for collecting necessary data to forecast at least 20 years in the future. Metro COG does not expect this project to conduct modeling efforts utilizing its Travel Demand Model (TDM). The consultant shall use other methods, such as Streetlight or collation of results from previous planning studies, to determine future demand on the facility. This should include coordination with the City of Dilworth on its future land use plan for the area.

The Consultant should, at a minimum, provide a future condition for those items listed in Task 3 or how those items will need to be addressed in the development of corridor alternatives.

Task 5 – Identification of Issues and Project Purpose and Need

The Consultant shall provide a summary of all “issues” identified during the analysis of existing and forecast year conditions, review of existing plans/documents, and public input received that need to be addressed in the development of alternatives. The Consultant shall perform a desk review of any known cultural/historic sites or wetlands that may be along the corridor.

The identification of issues will develop the basis for the “Purpose and Need” statement for the project. See NDDOT Design Manual for a sample “Purpose and Need” statement.

Task 6 – Development, Analysis, and Evaluation of Corridor Alternatives

The corridor alternatives should be developed to respond to the issues and “Purpose and

Need” as identified in previous tasks. The corridor alternatives should also consider jurisdictional ownership, as there may be different design standards depending upon who ultimately owns and maintains the roadway.

The following should be included for the development and analysis of the alternatives as applicable:

- Alternative cost estimates (including costs of land acquisition or other such costs)
- Maintenance responsibility and cost
- Roadway geometry
- Typical sections
- Future traffic conditions
- Safety improvements
- Structures
- ROW
- Utilities

The alternatives should be developed and exhibited in a way that decision-makers can easily understand the information being presented. Pros and cons of each alternative should be clearly articulated.

Task 7 – Implementation Plan

The Consultant shall prepare an implementation plan that clearly delineates roles and responsibilities as well as establishes a timeframe for each phase necessary to implement the project. At a minimum, this should include:

- Funding sources to be used for the construction of the facility
- Timeline of when an application for funding would need to be submitted (for each funding source)
- Desired year project should be implemented
- Timeline for actions needed to implement the project

Task 8 – Final Report and Adoption Process

The Consultant shall provide four (4) hard copies and a PDF version of the final report. The report should detail the findings of all of the project tasks and should employ high quality graphical methods, where applicable, to convey information in a manner that is easily understood by decision-makers and the public.

At a minimum, the Consultant will be required to present the findings of the study to Metro COG’s TTC and Policy Board, City of Dilworth Commission, and the Clay County Commission.

****Note**** - The consultant will be expected to complete the 15th Avenue North Corridor Study before December 31, 2024. The Consultant should provide a schedule that enumerates how it will complete the study by the deadline. It is expected that the Consultant shall have to capability and staff availability to accomplish the study within

the specified timeline.

IV Task 7 - IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 4/24/2024
Due Date for Proposal Submittals (by 4:30pm)	5/15/2024
Review Proposals/Identify Finalists	(week of) 5/20/2024
Interview Finalists	(week of) 5/27/2024
Metro COG Board Approval/Consultant Notice	6/20/2024

***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 (9-2016) and Prime Consultant Request to Sublet form (SFN 60233 (9-2019) 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.**

V EVALUATION AND SELECTION PROCESS.

Selection Committee. The Client will establish a multijurisdictional selection committee to select a Consultant. The committee will potentially consist of Metro COG staff, local jurisdictions, and state Department(s) of Transportation.

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

- 20% - Understanding of study objectives and local/regional issues
- 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 the Client and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional information for the evaluation process. The oral 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 June 20, 2024 based on an evaluation of the proposals

submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

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

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 the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

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

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

Exhibit B – Federal Clauses

Exhibit C – SFN 60232: Proposed Sub-Consultant Request

VII Submittal Information

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to the contact as defined below:

Michael Maddox
Senior Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
maddox@fmmetrokog.org

All proposals received by **4:30 p.m.** on **Wednesday, May 15, 2024** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF copy of the proposal and four (4) hard copies. 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 content within the RFP by contacting the Metro COG project manager identified above. The project manager will attempt to answer reasonable questions regarding the project purpose and intent providing that they are submitted in a timely manner. If you wish to meet with the Metro COG regarding the RFP, please work with the project manager to schedule a time. Metro COG will not discuss specific approaches or desired outcomes of the study, rather will explain the background, purpose, and intent of the project. The project manager will not share the composition of the selection committee or knowledge of any other firms which have inquired about the project.

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 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 D, 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) **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. It is encouraged that Consultants make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal.
- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are **required** to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

IX CONTRACTUAL INFORMATION.

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
- 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 the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

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, the Client and the North

Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:

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

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

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

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

XIV LIMITATION ON CONSULTANT

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

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

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

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

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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

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

Request for Proposals (RFP)
15th Ave N Corridor Study

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

Exhibit B - Federal Clauses

Federal Clauses

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

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of 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.

- (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 or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

Exhibit C – SFN 60232: Proposed Sub-Consultant Request

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number		NDDOT Project Control Number		Prime Consultant Company Name	
Company Name		Owner			
Address		City		State	ZIP Code
Company Telephone Number	Fax Number		Email Address		

Type of Work to be Subcontracted

<input type="checkbox"/> Appraisals	<input type="checkbox"/> Environmental	<input type="checkbox"/> Planning	<input type="checkbox"/> Structural Design
<input type="checkbox"/> Architecture	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Public Involvement	<input type="checkbox"/> Survey
<input type="checkbox"/> Bridge Inspection	<input type="checkbox"/> Materials Testing	<input type="checkbox"/> Roadway Design	<input type="checkbox"/> Traffic Operations
<input type="checkbox"/> Construction Engineering	<input type="checkbox"/> Partnering Facilitation	<input type="checkbox"/> Soil Contamination	<input type="checkbox"/> Wetlands Delineation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Steel Fabrication	<input type="checkbox"/> Other

The undersigned declares that all statements listed above are true.

Firm Name
Print Name
Title

Signature	Date
-----------	------

Is Firm Currently NDDOT Certified as a DBE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------



Fargo-Moorhead Metropolitan Council of Governments


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To: Policy Board
From: Jaron Capps, Assistant Transportation Planner
 Chelsea Levorsen, Assistant Transportation Planner
Date: April 18, 2024
Re: **North Dakota Federal Functional Classification Update**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) staff has completed a draft of the Federal Functional Classification network within the recently updated Adjusted Urbanized Area Boundary (AUZA). Staff worked with local jurisdictions to review and create a comprehensive list of changes to the Federal Functional Classifications. This update reflects changes that address new roadway developments, the expanded Urbanized Area Boundary, and new FHWA Guidance. All proposed changes were done in accordance with the *Highway Functional Classification Concepts, Criteria and Procedures (2023)*.

Included as an attachment to this memorandum, is a list of the urban network changes and a map detailing the existing and proposed federal functional classification of roadways within the Urbanized Area.

As part of the update process, it is required for Metro COG to consider the proportion of federal functional classification utilized within the region. The figure below details the existing, revised, and federal guidelines for each of the different roadway classifications. Centerline-miles were used to calculate the percent of each functional classification. The percentages fall within the FHWA guidelines for Principal Arterial – other, Minor Arterial, and Collector classifications.

		Federal Functional Classification Percentage Breakdown					
<small>FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION</small>		Update <small>Draft April 2024</small>					
Functional Classification	2007 Existing Total Mileage	% of 2007 Total	2019 Revised Total Mileage	% of 2019 Total	2024 Revised Total Mileage	% of 2024 Total	FHWA Guidelines
Interstate	71.628	9.84%	73.647	8.80%	89.131	8.98%	1-3%
Principal Arterial - Other	48.077	6.60%	51.050	6.10%	51.129	5.15%	4-9%
Minor Arterial	109.843	15.08%	89.689	10.72%	103.369	10.42%	7-14%
Collector	65.424	8.98%	123.279	14.74%	149.379	15.06%	6-32%
Local	433.234	59.49%	498.812	59.63%	599.116	60.39%	62-74%
Total	728.206		836.477		992.124		

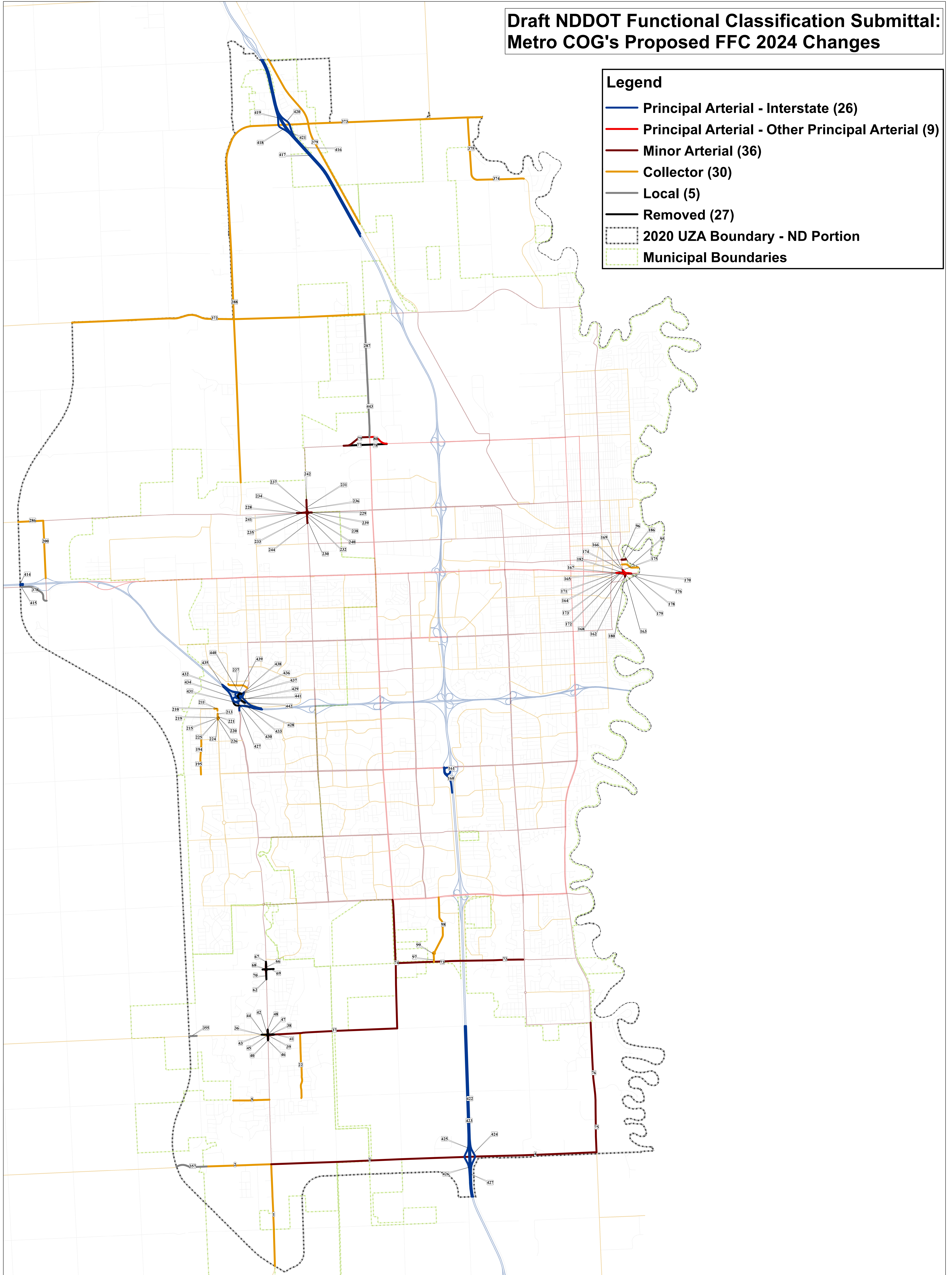
NDDOT has requested that Metro COG transmit the updated federal functional classification as soon as possible so that they can start their review, knowing that there may be minor alterations that may have to be considered subsequent to their review. As of the writing of this memorandum, Metro COG is preparing to transmit the update to NDDOT before the TTC and Policy Board meet in April.

Requested Action: Approval of the 2024 NDDOT Federal Functional Classification Update.

Draft NDDOT Functional Classification Submittal: Metro COG's Proposed FFC 2024 Changes

Legend

- Principal Arterial - Interstate (26)
- Principal Arterial - Other Principal Arterial (9)
- Minor Arterial (36)
- Collector (30)
- Local (5)
- Removed (27)
- 2020 UZA Boundary - ND Portion
- Municipal Boundaries



MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
1	Horace	Co. Road 17 / 170th Ave. SE	100th Ave. S	UZA Boundary	No	Collector	Rural	Collector	Urban	1.566005962	38'	Paved	Roadway segment included within the 2023 AUZA update	1488
2	Horace	100th Ave. South	81st Street S	Co. Road 17	No	Collector	Rural	Collector	Urban	0.993574819	35'	Paved	Roadway Segment included within 2023 AUZA update. Split 100th ave at co. road 17 to show network continuity	1181
3	Horace	100th Ave. South	Co. Road 17	Interstate 29	No	Collector	Rural	Minor Arterial	Urban	3.06483117	35'	Paved	Roadway Segment included within 2023 AUZA update	1181
4	Cass County	100th Ave. South	Interstate 29	University Drive S.	No	Collector	Rural	Minor Arterial	Urban	1.944011214	35'	Paved	Roadway Segment included within 2023 AUZA update	1181
5	Horace	Wall Ave.	Co. Rd 17	Lost River Road	No	Local	Rural	Collector	Urban	0.557671482	32'	Paved	Roadway Segment included within 2023 AUZA update. Roadway operates like a collector gathering traffic from the local neighborhoods to Co. Road 17	189
22	Horace	63rd Street S	76th Ave. S.	Wall Ave.	No	Road built after 2022 FFC adoption	N/A	Collector	Urban	1.004761601	40'	Paved	New roadway	data not available
36	Horace	76th Ave. S.	70th Street S.	Diverting Centerlines of added round-a-bout	No	Collector	Urban	Collector	Urban	0.014042935	35'	Paved	Segment included for FFC calculations - connected segment removed for round-a-bout.	89
37	Horace	76th Ave. S.	Jacks Way	45th Street S.	No	Local	Urban	Minor Arterial	Urban	1.892777131	44'-38'	Paved	Network continuity	89
38	Horace	76th Ave. S.	70th Street S.	Jacks Way	No	Collector	Urban	Removed	N/A	0.195705105	NA	N/A	Roadway removed, Round-a-bout constructed	data not available
39	Horace	76th Ave. S. (Eastbound)	Co. Rd. 17	Jacks Way	No	Local	Urban	Minor Arterial	Urban	0.090865682	38'	Paved	Network continuity	89
40	Horace	Co. Rd. 17 S.	Northern extent of diverting centerlines	Southern extent of diverting centerlines	No	Minor Arterial	Urban	Removed	N/A	0.165541148	NA	N/A	Roadway removed, Round-a-bout constructed	data not available
41	Horace	76th Ave. S. (Westbound)	Co.Rd. 17	Jacks Way	No	Local	Urban	Minor Arterial	Urban	0.090589887	38'	Paved	Network continuity	89
42	Horace	Intersection	Co. Rd. 17 S.	76th Ave. S.	No	Intersection built after 2022 FFC Adoption	N/A	Minor Arterial	Urban	0.091744386	NA	Paved	Intersection removed, round-a-bout installed, classified to highest roadway designation	data not available
43	Horace	76th Ave. S. (Eastbound)	76th Ave. S.	Round-a-bout	No	Collector	Urban	Collector	Urban	0.074243754	33'	Paved	Intersection removed, round-a-bout installed	data not available
44	Horace	76th Ave. S. (Westbound)	Round-a-bout	76th Ave. S.	No	Collector	Urban	Collector	Urban	0.074478467	33'	Paved	Intersection removed, round-a-bout installed	data not available
45	Horace	Co. Rd. 17 S. (Southbound)	Round-a-bout	Co. Rd. 17 S.	No	Minor Arterial	Urban	Minor Arterial	Urban	0.076918924	29'	Paved	Intersection removed, round-a-bout installed	data not available
46	Horace	Co. Rd. 17 S. (Northbound)	Co. Rd. 17 S.	Round-a-bout	No	Minor Arterial	Urban	Minor Arterial	Urban	0.075033581	36'	Paved	Intersection removed, round-a-bout installed	data not available
47	Horace	Co. Rd. 17 S. (Northbound)	Round-a-bout	Co. Rd. 17 S.	No	Minor Arterial	Urban	Minor Arterial	Urban	0.074288054	38'	Paved	Intersection removed, round-a-bout installed	data not available
48	Horace	Co. Rd. 17 S. (Southbound)	Co. Rd. 17 S.	Round-a-bout	No	Minor Arterial	Urban	Minor Arterial	Urban	0.073617426	29'	Paved	Intersection removed, round-a-bout installed	data not available
62	Horace	Co. Rd. 17 S. (Southbound)	Round-a-bout	Co. Rd. 17 S.	No	Minor Arterial	Urban	Minor Arterial	Urban	0.144826015	28'	Paved	Intersection removed, round-a-bout installed	data not available
66	Horace	Co. Rd. 17 S. (Northbound)	Round-a-bout	Co.Rd. 17	No	Minor Arterial	Urban	Minor Arterial	Urban	0.109342484		Paved	Intersection removed, round-a-bout installed	data not available

MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
67	Horace	Co. Rd. 17 S. (Southbound)	Co. Rd. 17 S.	Round-a-bout	No	Minor Arterial	Urban	Minor Arterial	Urban	0.109114849		Paved	Intersection removed, round-a-bout installed	data not available
68	Horace	Intersection (round-a-bout)	Co. Rd. 17 S.	64th Ave. S.	No	Intersection built after 2022 FFC Adoption	N/A	Minor Arterial	Urban	0.091730639	NA	Paved	Intersection removed, round-a-bout installed, classified to the highest roadway.	data not available
69	Horace	64th Ave. S.	Western extent of diverging centerlines	Eastern extent of diverging centerlines	No	Local	Urban	Removed	N/A	0.17145391	NA	N/A	Roadway removed, Round-a-bout constructed	data not available
70	Horace	Co. Rd. 17 S.	Northern extent of diverging centerlines	Southern extent of diverging centerlines	No	Minor Arterial	Urban	Removed	N/A	0.270064725	NA	N/A	Roadway removed, Round-a-bout constructed	data not available
72	Fargo	64th Ave. S.	25th Street S.	33rd Street S.	No	Collector	Urban	Minor Arterial	Urban	0.627783761	35'	Paved	Network Continuity	754
73	Fargo	64th Ave. S.	33rd Street S.	45th Street S.	No	Local	Urban	Minor Arterial	Urban	1.333752435	35'	Paved	Network Continuity, New road	1474
74	Fargo	45th Street S.	76th Ave. S.	52nd Ave. S.	No	Local	Urban	Minor Arterial	Urban	1.979118136	35'	Paved	Network Continuity, New road	23
75	Fargo	University Drive	Cossette Drive	100th Ave. S.	No	Collector	Rural	Minor Arterial	Urban	0.504057595	41'	Paved	Roadway segment included within 2023 AUZA update, and network continuity	1002
76	Fargo	University Drive	76th Ave. S.	Cossette Drive	No	Collector	Urban	Minor Arterial	Urban	1.492459665	41'	Paved	Network Continuity	1982
77	Fargo	19th Ave. N.	Sheyenne Loop N.	45th Street N.	No	Minor Arterial	Urban	Removed	N/A	0.407715077	NA	N/A	Roadway realigned	data not available
78	Fargo	19th Ave. N.	45th Street N.	43rd Street N.	No	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.256028265	NA	N/A	Roadway realigned	data not available
79	Fargo	19 Ave. N.	Sheyenne Loop N.	45th Street N.	No	Road built after 2022 FFC adoption	N/A	Minor Arterial	Urban	0.435913568	60'	Paved	Roadway reconstructed and realigned	1917
80	Fargo	19 Ave. N.	45th Street N.	43rd Street N.	No	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.298722521	76'	Paved	Roadway reconstructed and realigned	5762
95	Fargo	Northern Pacific Ave. N.	2nd Street N.	Red River	No	Principal Arterial - Other Principal Arterial	Urban	Collector	Urban	0.266767452	68'	Paved	Jurisdiction and AADT prompted evaluation of re-evaluation of roadway. Center Ave. in Moorhead will be evaluated as well.	4098
96	Fargo	1st Ave. N. (eastbound)	2nd Street N.	Red River	No	Principal Arterial - Other Principal Arterial	Urban	Minor Arterial	Urban	0.069667547	68'	Paved	Network connectivity with 1st Ave. in Moorhead (across the river)	8988
97	Fargo	38th Street S.	64th Ave. S.	Round-a-bout	No	Local	Urban	Collector	Urban	0.118442944	64'	Paved	AADT warrants consideration for collector. Local jurisdiction reevaluation considered.	2690
98	Fargo	38th Street S.	Round-a-bout	52nd Ave. S.	No	Road built after 2022 FFC adoption	N/A	Collector	Urban	0.88791064	51'	Paved	New roadway	2690
99	Fargo	Intersection (round-a-bout)	38th Street S.	63rd Ave. S.	No	Road built after 2022 FFC adoption	N/A	Collector	Urban	0.092697333	NA	Paved	New intersection. Designated at highest classification	2690
160	NDDOT	Interstate 29 On-Ramp	32nd Ave. S.	Interstate 29 (Southbound)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.428295495	35'	Paved	New ramp	data not available
161	NDDOT	Interstate 29 Off-Ramp	Interstate 29 (Southbound)	32nd Ave. S.	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.279982898	35'	Paved	New ramp	data not available
162	Fargo	2nd Street S.	4th Street S.	Main Ave. Round-a-bout	No	Minor Arterial	Urban	Removed	N/A	0.296446252	NA	N/A	Remove roadway segment to account for Main Ave. round-a-bout	3415
163	Fargo	2nd Street S. Turn Lane	2nd Street S.	Main Ave.	No	Minor Arterial	Urban	Removed	N/A	0.062879261	NA	N/A	Remove turn lane to account for Main Ave. Round-a-bout	data not available

MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
164	Fargo	2nd Street S. Turn Lane	2nd Street S.	Main Ave.	No	Minor Arterial	Urban	Removed	N/A	0.154645726	NA	N/A	Remove turn lane to account for Main Ave. Round-a-bout	data not available
165	Fargo	2nd Street S. Turn Lane	2nd Street N.	Main Ave.	No	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.137696321	NA	N/A	Remove turn lane to account for Main Ave. Round-a-bout	data not available
166	Fargo	2nd Street N.	2nd Street N. Turn Lane Convergence	Main Ave.	No	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.056436011	NA	N/A	Remove roadway segment to account for Main Ave. Round-a-bout	data not available
167	Fargo	Main Ave.	Main Ave Turn Lanes	2nd Street S. Intersection	Yes	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.126574038	NA	N/A	Remove roadway segment to account for Main Ave. Round-a-bout	data not available
168	Fargo	Main Ave.	2nd Street S. Intersection	Main Ave Turn Lane Convergence	Yes	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.052223768	NA	N/A	Removed roadway segment to account for Main Ave. Round-a-bout	data not available
169	Fargo	2nd Street N. Turn Lane	Main Ave.	2nd Street N.	No	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.099384739	NA	N/A	Remove turn lane to account for Main Ave. Round-a-bout	data not available
170	Fargo	Main Ave.	Main Ave. Turn Lanes convergence	Red River	Yes	Principal Arterial - Other Principal Arterial	Urban	Removed	N/A	0.163280512	NA	N/A	Remove roadway segment to account for Main Ave. Round-a-bout	data not available
171	Fargo	Main Ave.	Pre-Round-a-bout lane convergence	Current Lane configuration	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.065857767	12'	Paved	Reconfigured roadway	data not available
172	Fargo	Main Ave. (Eastbound)	Main Ave.	Round-a-bout	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.057483945	24'	Paved	Reconfigured roadway	data not available
173	Fargo	Main Ave. (Westbound)	Main Ave.	Round-a-bout	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.051978818	34'	Paved	Reconfigured roadway	data not available
174	Fargo	2nd Street N. (Southbound)	2nd Street N.	Round-a-bout	No	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.047122185	36'	Paved	Reconfigured roadway	data not available
175	Fargo	2nd Street N. (Northbound)	Round-a-bout	2nd Street N.	No	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.056445094	24'	Paved	Reconfigured roadway	data not available
176	Fargo	Main Ave. (Westbound)	Main Ave.	Round-a-bout	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.095836346	32'	Paved	Reconfigured roadway	data not available
178	Fargo	Main Ave. (Eastbound)	Round-a-bout	Main Ave.	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.092585683	28'	Paved	Reconfigured roadway	data not available
179	Fargo	2nd Street S.(Northbound)	2nd Street S.	Round-a-bout	No	Road built after 2022 FFC adoption	N/A	Minor Arterial	Urban	0.041016804	32'	Paved	Reconfigured roadway	data not available
180	Fargo	2nd Street S.(Southbound)	Round-a-bout	2nd Street S.	No	Road built after 2022 FFC adoption	N/A	Minor Arterial	Urban	0.044323635	28'	Paved	Reconfigured roadway	data not available
182	Fargo	Round-a-bout	Main Ave.	2nd Street	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Other Principal Arterial	Urban	0.089802378	NA	Paved	Reconfigured intersection	data not available
186	Fargo	1st Ave. N. (westbound)	2nd Street N.	Red River	No	Principal Arterial - Other Principal Arterial	Urban	Minor Arterial	Urban	0.065956278	78'	Paved	Network connectivity with 1st Ave. in Moorhead (across the river)	8988
194	West Fargo	12th Street W.	26th Ave. W.	28th Ave. W.	No	Road built after 2022 FFC adoption	N/A	Collector	Urban	0.219545098	24'	Paved	New roadway	1044
195	West Fargo	12th Street W.	28th Ave. W.	32nd Ave. W.	No	Local	Urban	Collector	Urban	0.322092635	24'	Paved	Roadway from 26th Ave. West to 21st Ave. West is a collector.	1044
200	West Fargo	38th Street NW	12th Ave. NW.	Interstate 94	No	Local	Rural	Collector	Urban	0.884435107	30'	Gravel	Roadway segment included within the 2023 AUZA update	169
210	West Fargo	21st Ave. W.	Highland Ln. W.	9th Street W.	No	Collector	Urban	Collector	Urban	0.045876453	30'	Paved	Realignment of roadway	1600
211	West Fargo	9th Street W.	21st Ave. W.	Allison Ln. W.	No	Collector	Urban	Collector	Urban	0.026387662	30'	Paved	Realignment of roadway	1394

MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
213	West Fargo	9th Street W.	Dock Dr. W.	22nd Ave. W.	No	Collector	Urban	Removed	Urban	0.063293629	NA	Paved	Intersection removed	1394
215	West Fargo	9th Street W.	22nd Ave. W.	9th Street W. (Diverging Centerlines)	No	Collector	Urban	Removed	Urban	0.024333709	NA	Paved	Intersection removed	1394
219	West Fargo	9th Street W.	9th Street W. (Southbound)	22nd Ave. W. Round-a-bout	No	Collector	Urban	Collector	Urban	0.013522977	20'	Paved	New alignment	1394
220	West Fargo	9th Street W.	9th Street W. (Northbound)	22nd Ave. W. Round-a-bout	No	Collector	Urban	Collector	Urban	0.016120468	20'	Paved	New alignment	1394
221	West Fargo	9th Street W.	Dock Dr. W.	9th Street W. (Diverging Centerlines)	No	Collector	Urban	Collector	Urban	0.04093056	20'	Paved	New alignment	1394
224	West Fargo	9th Street W.	9th Street W. (Diverging Centerlines - NB)	22nd Ave. W. Round-a-bout	No	Collector	Urban	Collector	Urban	0.018258415	20'	Paved	New alignment	1394
225	West Fargo	9th Street W.	9th Street W. (Diverging Centerlines - SB)	22nd Ave. W. Round-a-bout	No	Collector	Urban	Collector	Urban	0.016089671	20'	Paved	New alignment	1394
226	West Fargo	9th Street W/22nd Ave. W.	9th Street W.	22nd Ave. W.	No	Collector	Urban	Collector	Urban	0.07000755	20'	Paved	New round-a-bout (Classified to highest roadway designation)	1394
227	West Fargo	Beaton Dr. W.	7th Street W.	Sheyenne Street	No	Road built after 2022 FFC adoption	N/A	Collector	Urban	0.308853258	20'	Paved	New roadway; roadway continuity	data not available
228	West Fargo	12th Ave. NE	7th Street NE	9th Street NE	No	Minor Arterial	Urban	Removed	N/A	0.155475045	NA	N/A	Roadway removed	data not available
229	West Fargo/Cass	12th Ave NE	9th Street NE	Converging Centerlines of new round-a-bout	No	Minor Arterial	Urban	Removed	N/A	0.076076	NA	N/A	Roadway removed	data not available
230	West Fargo	9th Street NE	11th Ave. NE	12th Ave. NE	No	Minor Arterial	Urban	Removed	N/A	0.161124515	NA	N/A	Roadway removed	data not available
231	West Fargo	9th Street NE	12th Ave. NE	13th Ave. N	No	Minor Arterial	Urban	Removed	N/A	0.197713854	NA	N/A	Roadway removed	data not available
232	West Fargo	9th Street NE	9th Street NE (Diverging Centerlines - NB)	12th Ave. NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.036269016	25'	Paved	Realigned roadway	1258
233	West Fargo	9th Street NE	9th Street NE (Diverging Centerlines - SB)	12th Ave. NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.039319007	25'	Paved	Realigned roadway	data not available
234	West Fargo	12th Ave. NE	12th Ave. NE (Diverging Centerlines - EB)	9th Street NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.063539399	25'	Paved	Realigned roadway	5438
235	West Fargo	12th Ave. NE	12 Ave. NE (Diverging Centerlines - WB)	9th Street NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.065707209	25'	Paved	Realigned roadway	5438
236	West Fargo/Cass County	9th Street NE	9th Street NE (Diverging Centerlines - NB)	12th Ave. NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.049507331	25'	Paved	Realigned roadway	1936
237	West Fargo/Cass County	9th Street NE	9th Street NE (Diverging Centerline - SB)	12th Ave. NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.046334736	25'	Paved	Realigned roadway	1936
238	West Fargo/Cass County	12th Ave. NE	9th Street NE	12th Ave. NE (Diverging Centerlines - WB)	No	Minor Arterial	Urban	Minor Arterial	Urban	0.062124773	25'	Paved	Realigned roadway	6660
239	West Fargo/Cass County	12th Ave. NE	9th Street NE	12th Ave. NE (Diverging Centerlines - EB)	No	Minor Arterial	Urban	Minor Arterial	Urban	0.065482632	25'	Paved	Realigned roadway	6660
240	West Fargo/Cass County	9th Street NE/12 Ave. NE	9th Street NE	12th Ave. NE	No	Minor Arterial	Urban	Minor Arterial	Urban	0.093122192	30'	Paved	New intersection - Round-a-bout	6660
241	West Fargo	12th Ave. NE	7th Street NE	12th Ave. NE (Diverging Centerlines)	No	Minor Arterial	Urban	Minor Arterial	Urban	0.085590048	45'	Paved	Realigned roadway	5438
242	West Fargo	9th Street NE	13th Ave. N	9th Street NE (Diverging Centerlines)	No	Minor Arterial	Urban	Minor Arterial	Urban	0.141608259	30'	Paved	Realigned roadway	1936
244	West Fargo	9th Street NE	11th Ave. NE	9th Street NE (Diverging Centerlines)	No	Minor Arterial	Urban	Minor Arterial	Urban	0.11463677	30'	Paved	Realigned roadway	1936

MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
286	Cass County	36th Street SE	38th Street NW	UZA Boundary	No	Minor Arterial	Rural	Collector	Urban	0.385836824	35'	Paved	Roadway segment included within the 2023 AUZA update; Updated to NDDOT March 9th, 2024 Shapefile.	1555
287	Cass County	45th Street N	32nd Ave. N.	40th Ave. N.	No	Minor Arterial	Urban	Local	Urban	1.001726367	25'	Paved	AADT does not warrant Minor Arterial Designation	377
288	Cass County	Co. Rd. 17 N.	Section line north of Industrial Drive	170 Ave. SE	No	Collector	Local	Collector	Urban	5.413370981	25'	Paved	Roadway segment included within the 2023 AUZA update	2539
373	Cass County	Co. Road 22	170th Ave. SE.	Red River	No	Collector	Rural	Collector	Urban	3.805019787	40'	Paved	Roadway segment included within the 2023 AUZA update	224
374	Cass County	64th Ave. N.	17th Street N.	Co. Road 31	No	Local	Rural	Collector	Urban	0.765211427	25'	Paved	Roadway segment included within 2023 AUZA update; Network Continuity	224
375	Cass County	Co. Rd. 31	64th Ave. N.	76th Ave. N.	No	Local	Rural	Collector	Urban	0.960632031	25'	Paved	Roadway segment included within 2023 AUZA update; Network continuity	148
379	Cass County	Co. Road 81	45th Street N.	UZA Boundary	No	Collector	Rural	Collector	Urban	2.908333604	20'	Paved	Roadway segment included within the 2023 AUZA update	1496
414	NDDOT	Interstate 94 (WB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.043466467	40'	Paved	Roadway segment included within the 2023 AUZA update	19035
415	NDDOT	Interstate 94 (EB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.043172227	40'	Paved	Roadway segment included within the 2023 AUZA update	19035
416	NDDOT	Interstate 29 (NB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	3.111093563	40'	Paved	Roadway segment included within the 2023 AUZA update	14802
417	NDDOT	Interstate 29 (SB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	3.157875455	40'	Paved	Roadway segment included within the 2023 AUZA update	14802
418	NDDOT	Exit 72 Ramp (SB)	Dakota Ave. (Co. Road 22)	Interstate 29 (SB)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.218016057	25'	Paved	Roadway segment included within the 2023 AUZA update	1740
419	NDDOT	Exit 72 - Ramp	Interstate 29 (SB)	Dakota Ave. (Co. Road 22)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.289772864	25'	Paved	Roadway segment included within the 2023 AUZA update	620
420	NDDOT	Exit 72 - Ramp (NB)	Dakota Ave. (Co. Road 22)	Interstate 29 (NB)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.250376957	25'	Paved	Roadway segment included within the 2023 AUZA update	745
421	NDDOT	Exit 72 - Ramp	Interstate 29 (NB)	Dakota Ave. (Co. Road 22)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.217525803	25'	Paved	Roadway segment included within the 2023 AUZA update	1905
422	NDDOT	Interstate 29 (NB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	2.626615262	40'	Paved	Roadway segment included within the 2023 AUZA update	14040
423	NDDOT	Interstate 29 (SB)	Old UZA Boundary	New UZA Boundary	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	2.626722037	40'	Paved	Roadway segment included within the 2023 AUZA update	14040
424	NDDOT	Exit 56 - Ramp (NB)	100th Ave.	Interstate 29 (NB)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.284839848	30'	Paved	Roadway segment included within the 2023 AUZA update	895
425	NDDOT	Exit 56 - Ramp (SB)	Interstate 29 (SB)	100th Ave. S.	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.343390104	30'	Paved	Roadway segment included within the 2023 AUZA update	895
426	NDDOT	Exit 56 - Ramp (SB)	100th Ave. S.	Interstate 29 (SB)	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.327558877	30'	Paved	Roadway segment included within the 2023 AUZA update	110

MAP ID #	Jurisdiction	Roadway	From	To	NHS	Current FFC	Rural/Urban	2024 Proposed FFC	Rural/Urban	Length (Miles)	Width (Feet)	Surface	Justification	2022 AADT
427	NDDOT	Exit 346 - Ramp (EB)	Sheyenne Street	Interstate 94 (EB)	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.25447486	NA	N/A	Roadway removed	data not available
427	NDDOT	Exit 56 - Ramp (NB)	Interstate 29 (NB)	100th Ave. S.	Yes	Principal Arterial - Interstate	Rural	Principal Arterial - Interstate	Urban	0.281613647	30'	Paved	Roadway segment included within the 2023 AUZA update	110
428	NDDOT	Exit 346 - Ramp (EB)	Sheyenne Street	Interstate 94 (EB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.416194172	30'	Paved	Roadway realignment	5670
429	NDDOT	Exit 346 - Ramp (WB)	Interstate 94 (WB)	Sheyenne Street	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.405622544	30'	Paved	Roadway realignment	2970
430	NDDOT	Exit 346 - Ramp (SB)	Exit 346 - Ramp	Sheyenne Street (SB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.05491785	30'	Paved	Roadway realignment	1300
431	NDDOT	Exit 346 - Ramp (NB)	Exit 346 - Ramp	Sheyenne Street (NB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.202354642	30'	Paved	Roadway realignment	1300
432	NDDOT	Exit 346 - Ramp	Interstate 94 (EB)	Exit 346 - Ramp (SB & NB to Sheyenne Street)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.310659341	44'	Paved	Roadway realignment	1300
433	NDDOT	Exit 346 - Ramp	Sheyenne Street (SB)	Interstate 94 (EB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.213075702	30'	Paved	Roadway realignment	4680
434	NDDOT	Exit 346 - Ramp	Interstate 94 (EB)	Sheyenne Street	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.395371864	NA	N/A	Roadway removed	data not available
435	NDDOT	Exit 346 - Ramp (WB)	Exit 346 - Ramp (SB)	Interstate 94 (WB)	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.337340081	NA	N/A	Roadway removed	data not available
436	NDDOT	Exit 346 - Ramp (SB)	Sheyenne Street (SB)	Exit 346 - Ramp (WB)	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.027708937	NA	N/A	Roadway removed	data not available
437	NDDOT	Exit 346 - Ramp (NB)	Sheyenne Street (NB)	Exit 346 - Ramp (EB)	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.028561507	NA	N/A	Roadway Removed	data not available
438	NDDOT	Exit 346 - Ramp (SB)	Sheyenne Street (SB)	Exit 346 - Ramp (WB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.088501191	30'	Paved	Realigned roadway	1485
439	NDDOT	Exit 346 - Ramp (NB)	Sheyenne Street (NB)	Exit 346 - Ramp (WB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.076307522	30'	Paved	Realigned roadway	1485
440	NDDOT	Exit 346 - Ramp (WB)	Exit 346 - Ramp (NB & SB from Sheyenne Street)	Interstate 94 (WB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.293849402	25'	Paved	Realigned roadway	1485
441	NDDOT	Exit 346 - Ramp	Interstate 94 (WB)	Sheyenne Street (SB)	Yes	Road built after 2022 FFC adoption	N/A	Principal Arterial - Interstate	Urban	0.20252766	44'	Paved	Realigned roadway	4785
442	NDDOT	Exit 346 - Ramp	Interstate 94 (WB)	Sheyenne Street (SB)	Yes	Principal Arterial - Interstate	Urban	Removed	N/A	0.266305862	NA	N/A	Roadway removed	data not available
443	Cass County	45th Street S.	32nd Ave. N.	19th Ave. N.	No	Minor Arterial	Urban	Local	Urban	0.88847	25	Gravel	AADT does not warrant Minor designation.	337
355	Cass County	44th Street SE.	81st Street S.	UZA Boundary	No	Collector	Rural	Local	Urban	0.116879048	25	Gravel	Roadway segment included within the 2023 AUZA update; Gravel roadway does not warrant collector designation	9
357	Cass County	46th Street SE.	81st Street S.	UZA Boundary	No	Collector	Rural	Local	Urban	0.473742224	25	Gravel	Roadway segment included within the 2023 AUZA update; Gravel roadway does not warrant collector designation	216
372	Cass County	40th Ave N.	45th Street N.	UZA Boundary	No	Collector	Rural	Collector	Urban	4.512212391	25	Paved	Roadway segment included within the 2023 AUZA update	1387
378	Cass County	37th Street SE	38th Street W.	FM Area Diversion	No	Local	Rural	Local	Urban	0.489891836	25	Paved	Roadway segment included within the 2023 AUZA update	data not available



Federal Functional Classification Percentage Breakdown

Update

Draft April 2024

Functional Classification	2007 Existing Total Mileage	% of 2007 Total	2019 Revised Total Mileage	% of 2019 Total	2024 Revised Total Mileage	% of 2024 Total	FHWA Guidelines
Interstate	71.628	9.84%	73.647	8.80%	89.131	8.98%	1-3%
Principal Arterial - Other	48.077	6.60%	51.050	6.10%	51.129	5.15%	4-9%
Minor Arterial	109.843	15.08%	89.689	10.72%	103.369	10.42%	7-14%
Collector	65.424	8.98%	123.279	14.74%	149.379	15.06%	6-32%
Local	433.234	59.49%	498.812	59.63%	599.116	60.39%	62-74%
Total	728.206		836.477		992.124		

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: April 11, 2024
Re: **Bylaws Amendment for City of Kindred Associate Membership**

In June of 2014, Metro COG formally invited several of the area's smaller cities to become Associate Members. Casselton, Hawley and Barnesville accepted the invitation and became Associate Members while Kindred declined. Last Summer, the Kindred City Auditor/Clerk reached out to inquire about becoming an Associate Member and contracting with Metro COG to prepare a Comprehensive Plan for the City.

Adam Altenburg has been communicating with Kindred over the past several months, while the City Council decided what to do about their Comprehensive Plan. The City Auditor stated that the City Council had authorized submission of the attached request letter (Attachment 1) to become an Associate Member in June of last year, but forgot to forward it to us. The letter was e-mailed to us on Tuesday, April 2, 2024, prior to Adam and I meeting with the City Auditor on Thursday, April 4. Over the past months, the Kindred City Council discussed updating their Comprehensive Plan, and recently determined their preference to have Metro COG prepare it for them.

The first step in approving Associate Membership for Kindred is to amend the Policy Board Bylaws by adding "City of Kindred" to the list of North Dakota Associate Members, found on page 2 as shown in Attachment 2. Membership would become effective on May 1, which would allow us to bring forward a Comprehensive Plan contract as soon as possible.

Requested Action: Approve amending the Policy Board Bylaws allowing the City of Kindred to become an Associate Member, effective May 1.

City of *K*indred



June 15, 2023

Ben Griffith, Executive Director
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102-4807

RE: City of Kindred Letter of Intent as Associate Member

Dear Mr. Griffith,

At their meeting on June 7, 2023, the Kindred City Council authorized the submission of this letter of intent for the City of Kindred to become an Associate Member of FM Metro COG.

The City of Kindred is very excited about this opportunity and we look forward to working with you to better plan for the future of the Kindred community.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Tabitha Arnaud', is positioned below the word 'Sincerely,'.

Tabitha Arnaud
City Auditor

- (elected official) from Cass County;
- One (1) representative of metropolitan area public transit providers;

Representatives of local governments may not also serve as the designated representative of public transit providers.

A representative of public transit agencies shall be designated annually by the MATBUS Coordinating Board or successive agency if there are organizational changes to transit in the future.

2.3 Associate Members.

Member jurisdictions identified as Associate Members in Article III, Section 3.06 of the Articles will be entitled to one (1) non-voting, ex-officio member to the Board. Associate Members may participate in the activities and processes of the Board, but retain no voting privileges, nor are they included as part of a meeting quorum. Current Associate Members include:

North Dakota Associate Members

- City of Casselton
- City of Harwood
- City of Mapleton
- City of Kindred

Minnesota Associate Members

- City of Barnesville
- City of Glyndon
- City of Hawley

2.4 Ex-officio Members

An ex-officio representative of Hector International Airport shall be designated annually by the Hector International Airport Authority Board.

State representatives shall be ex-officio and shall consist of the North Dakota Department of Transportation Director or their designee, and the Minnesota Department of Transportation District 4 Engineer or their designee.

Ex-officio members may participate in the activities and processes of the Board, but retain no voting privileges, nor are they included as part of the meeting quorum.

2.5 Designation of Alternates.

Participating member jurisdictions may designate an alternate(s) as the official representative(s) to the Board as prescribed in the most current version of the Articles. The intent of this provision is to have member jurisdictions designate alternates who can attend Board meetings on a consistent basis, providing continuity in a jurisdiction's participation. The designation must be made in writing and submitted to the Board Secretary prior to the alternate's or alternates' participation at a Board meeting. Staff will contact each member jurisdiction in December of each preceding year requesting the letters of appointment.

2.4.1 A representative who serves as an elected official may designate an alternate who is also an elected official or unelected individual as his or her alternate.

Fargo-Moorhead Metropolitan Council of Governments

Resolution 2024-R018

Resolution Amending the Policy Board Bylaws Approving Associate Membership for the City of Kindred, North Dakota

WHEREAS, The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has been designated by the Governors of North Dakota and Minnesota as the Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area; and

WHEREAS, the City of Kindred, North Dakota is desirous of becoming an Associate Member of Metro COG and has submitted a formal letter of intent; and

WHEREAS, Associate Membership requires approval of an Amendment to the Policy Board Bylaws by a two-thirds ($\frac{2}{3}$) vote of quorum at any regular meeting of the Policy Board; and

WHEREAS, Associate Members may participate in the activities and processes of the Board, but retain no voting privileges, nor are they included as part of a meeting quorum;

THEREFORE, BE IT RESOLVED, that the Metro COG Policy Board approves the Amendment to its Bylaws, authorizing the City of Kindred, North Dakota to become an Associate Member of Metro COG, effective May 1, 2024.

Approved this 18th day of April, 2024.

Jenny Mongeau
Metro COG Policy Board Vice Chair

Ben Griffith
Metro COG Policy Board Secretary

To: Policy Board
From: Paul Bervik
Date: April 12, 2024
Re: **2024 Bicycle and Pedestrian Count Report**

Metro COG compiles the data from both manual counts and automated counters and develops the count report. The purpose of this report is to provide data regarding local bicycle and pedestrian activity to the public, elected officials, interested persons, parks departments, local planners and engineers, and more. This information also informs Metro COG of bicycle and pedestrian usage throughout our planning area. In some cases, the data is thorough and on-going, due to the use of counting equipment installed along the facility. In other cases, the data is simply a snapshot of a certain day of the year. Guidance is used from the National Bicycle and Pedestrian Documentation Project (www.bikepeddocumentation.org) when counting bicycle and pedestrian traffic.

The 2024 Bicycle and Pedestrian Count Report is found on the FM Metro COG **Metropolitan Bicycle and Pedestrian Committee website** under the "**Committee Resources**" section. Or at the following link:

https://fmmetrocog.org/application/files/7517/1225/7058/2024_BikePedReport_Final_20240404.pdf

Metro COG staff presented the 2024 Bicycle and Pedestrian Count Report to the TTC on April 11th, 2024. The TTC did not have any comments on this report.

Requested Action: None – Informational Item

To: Policy Board members
From: Ben Griffith, AICP, Executive Director
Date: April 11, 2024
Re: **UPWP and Funding Updates**

Slow and steady progress has been made on the submittal of UPWP Amendment #6 to NDDOT. FHWA requested that the original UPWP, adopted in September 2022, be amended with ~~strike throughs~~ and double underlines to denote ALL changes, including to spreadsheets, so they can track and review what has been proposed. It has been a slow and tedious process.

Meanwhile, our MPO liaison stated that NDDOT would prefer us to include the \$812,273 in the same contract amendment that was approved by the Policy Board at the February 15 meeting, in order to expedite re-obligation of the funds. Knowing this will make the UPWP Amendment Submittal even more complicated, since the projects for the \$812,273 now have to be included in a single amended contract, NDDOT suggested that the clearer we can show the amendments in the UPWP, the easier it will be for NDDOT and FHWA to review and approve.

Metro COG staff has closely evaluated current projects, ongoing projects, projects which were programmed to start this year and even some that could start in 2025, in order to determine possible expenditure rates for our CPG contracted amount, as well as the \$812,273 in re-obligated funds. With less than a year to prepare RFPs, conduct consultant interviews, finalize contracts, and begin work on additional projects, as well as move up projects originally programmed for later in the current year or the following year, expending all of the funds before December 31 will be extremely difficult. We will present some options to discuss for comment and feedback in order to help us determine which potential projects and expenditures to add in or leave out as we move forward in this endeavor.

As we finalize the submittal, we will be preparing and sending out 2024 dues invoices for all of our member jurisdictions. With the \$812,273 in additional CPG funds, please understand that all jurisdictions' annual dues and local match requirements will be much higher than usual.

Requested Action: None – informational item – seeking feedback & guidance.