The 559th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments

THURSDAY, October 18th, 2018 – 4:00 p.m.
Metro COG Conference Room
One 2nd Street North, Suite 232
Fargo, North Dakota

OVERALL AGENDA

1. Call to Order and Introductions
   a. Introductions
   b. Approve Order and Contents of the Overall Agenda
   c. Approve Minutes of the September 20, 2018 Board Meeting
   d. Approve October 2018 Bills

2. Consent Agenda
   a. October End of Month Report
   b. 2019 Health Insurance
   c. Performance Measures #2 and #3 Resolution
   d. Accounting RFP
   e. 2018 Metro Profile
   f. Section 5339 Transit Grant Application
   g. Staff Salary Update
   h. Metro COG 3rd Quarter Report

3. Regular Agenda
   a. Public Comment Opportunity
   b. 76th Avenue Corridor Study Consultant Selection and Contract
   c. Fargo Safe Routes to School Plan Consultant Selection
   d. Overview of Grant Solicitations
   e. November and December Policy Board Meeting Dates

4. Additional Business

5. Adjourn

REMEMBER: The next Metro COG Policy Board Meeting will be held Thursday, November 15, 2018 at 12:00 NOON in the Metro COG Conference Room.

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 Savanna Leach, Metro COG Executive Secretary, at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

PLANNING ORGANIZATION SERVING
FARGO, WEST FARGO, HORACE, CASS COUNTY, NORTH DAKOTA AND MOORHEAD, DLWORTH, CLAY COUNTY, MINNESOTA
558th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, September 20, 2018 – 4:00 pm
Metro COG Conference Room

Members Present:
Brenda Elmer Moorhead City Council
Steve Gehrtz Moorhead City Council
Eric Gjerdevig West Fargo City Commission
John Gunkelman Fargo Planning Commission
John Koerselman Horace City Commission
Brad Olson West Fargo City Commission
Arland Rasmussen Cass County Commission
Rocky Schneider Fargo Planning Commission
Kevin Spaulding Dilworth City Council

Members Absent:
Roger Buscher Moorhead Planning Commission
Shara Fischer Fargo Planning Commission
Tony Gehrig Fargo City Commission
Tony Grindberg Fargo City Commission
Jenny Mongeau Clay County Commission
Dave Piepkorn Fargo City Commission
John Strand Fargo City Commission

Others Present:
Adam Altenburg Metro COG
Jason Benson Cass County
Luke Champa Metro COG
Dan Farnsworth Metro COG
Charlie Francis Casselton City Council
Cindy Gray Metro COG
Savanna Leach Metro COG
Michael Maddox Metro COG
Anna Pierce Metro COG
Bob Walton NDDOT – Fargo District

1a. **MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**
The meeting was called to order at 4:00 pm, on September 20, 2018 by Chair Rasmussen noting a quorum was present. Introductions were made.

1b. **Approve Order and Contents of Overall Agenda, approved**
Chair Rasmussen asked for approval for the overall agenda. Mr. Schneider asked that item 2e be moved to the Regular Agenda as item 3g.

**MOTION:** Approve the contents of the Overall Agenda of the 558th Policy Board Meeting, with amended items.
Mr. Spaulding moved, seconded by Ms. Elmer.
**MOTION, passed. 9-0.**
Motion carried unanimously.
1c. Past Meeting Minutes, approved
Chair Rasmussen asked for approval of the Minutes of the August 16, 2018 Meeting.

   MOTION: Approve the August 16, 2018 Policy Board Meeting Minutes.
   Mr. Gunkelman moved, seconded by Mr. Spaulding.
   MOTION, passed. 9-0.
   Motion carried unanimously.

1d. Monthly Bills, approved
Chair Rasmussen asked for approval of the September 2018 Bills as listed on Attachment 1.

   MOTION: Approve the September 2018 Bills List.
   Mr. Schneider moved, seconded by Ms. Elmer.
   MOTION, passed. 9-0.
   Motion carried unanimously.

2. CONSENT AGENDA
Chair Rasmussen asked for approval of Items a-f on the Consent Agenda.
   a. August 2018 End of Month Report
   b. Transit Asset Management Resolution of Support
   c. ATAC Master Agreement
   d. 2017 Audit Financial Report
   e. Response to Draft Supplemental Environmental Impact Statement (DSEIS) for the Fargo-Moorhead Flood Risk Management Project
      (Moved to Regular Agenda, Item 3g)

   MOTION: Approve Items a-f on the Consent Agenda.
   Mr. Gunkelman moved, seconded by Mr. Spaulding.
   MOTION, passed
   Motion carried unanimously.

3. REGULAR AGENDA

3a. Public Comment Opportunity
No public comments were made or received.

   No MOTION

3b. Horace Comprehensive and Transportation Plan
   Mr. Altenburg presented the Horace Comprehensive and Transportation Plan RFP. The project has a not-to-exceed budget of $160,000, with a proposed cost split of 50% CPG/50% Horace local share.

   MOTION: Approve the RFP for the Horace Comprehensive and Transportation Plan
   Mr. Gehrtz moved, seconded by Mr. Gunkelman.
3c.  MATBUS Transit Authority Study
Mr. Maddox presented the MATBUS Transit Authority Study RFP. The study will analyze MATBUS’s current and future financial situation, delve into the cost/benefits of alternate funding schemes, study local government effects, and help MATBUS realize and implement the recommendations of the analysis.

**MOTION:** Approve the RFP for the MATBUS Transit Authority Study
Mr. Spaulding moved, seconded by Mr. Schneider.
**MOTION, passed. 9-0.**
Motion carried unanimously.

3d.  F-M Metro Bikeways Gap Analysis RFP
Mr. Farnsworth presented the F-M Metro Bikeways Gap Analysis RFP. Participating jurisdictions are the cities of West Fargo, Fargo, Moorhead, and Clay County, with a budget not to exceed $150,000.

**MOTION:** Approve the RFP for the F-M Metro Bikeways Gap Analysis, and proposed local share funding split.
Mr. Schneider moved, seconded by Mr. Olson.
**MOTION, passed. 9-0.**
Motion carried unanimously.

3e.  Administrative Policies and Procedures Revision
Ms. Gray presented proposed changes to the Administrative Policies and Procedures. Currently, the policy contains conflicting language regarding who has authorization to sign contracts. Suggested clarifications allow either the Executive Director or the Policy Board Chair to sign contracts for services approved by the Policy Board. Ms. Gray explained that upon the Executive Committee’s review of the proposed clarifications, the Committee recommended amending the amount of contracts for which the Executive Committee has authority to approve contracts from $30,000 to $50,000 or less for work or services within an approved UPWP. Other recommended changes to the policy clarify that the Executive Director’s authority to execute service agreements up to $1,500 for services performed by Metro COG staff pertain to planning, programming, and administrative services.

**MOTION:** Approve the proposed changes to Section 2.04 Contracts, of the Administrative Policies and Procedures, pending NDDOT approval.
Mr. Olson moved, seconded by Mr. Koerselman.
**MOTION, passed. 9-0.**
Motion carried unanimously.

3f.  2018 Bicycle & Pedestrian Count Report
Mr. Farnsworth presented the 2018 Bicycle and Pedestrian Count Report.
No MOTION

3g. **Item moved from Consent Agenda item 2e.
Response to Draft Supplemental Environmental Impact Statement (DSEIS) for the Fargo-Moorhead Flood Risk Management Project.
Ms. Gray brought forward a Draft Supplemental Environmental Impact Statement (DSEIS) for proposed Plan B of the Fargo-Moorhead Flood Risk Management Project (also known as the Fargo-Moorhead Area Diversion Project) as released by the Minnesota Department of Natural Resources.
Ms. Gray explained that the Executive Committee recommended that Metro COG respond stating that Metro COG wishes to continue coordinating with the FM Area Diversion Authority on transportation-related elements of the Diversion. Discussion included whether or not a letter is necessary, but ultimately, Policy Board members expressed that a letter of support for the project should be provided from Metro COG in response to the DNR. Commissioner Schneider, Commissioner Gunkelman, and Councilman Gehrtz volunteered to review draft wording of such a response.

Motion: Draft letter in support of the current plan of the Draft Supplemental Environmental Impact Statement (DSEIS) for the Fargo-Moorhead Flood Risk Management Project.
Mr. Gehrtz moved, seconded by Ms. Elmer.
MOTION, passed. 9-0.
Motion carried unanimously.

*Mr. Gehrtz left the building at 5:35 pm

4. Additional Business
Ms. Gray updated the Policy Board on the status of the office-remodeling project budgeted for 2019 and provided a reminder that a remodel committee would be called upon soon for input.

5. Adjourn
MOTION: Adjourn the 558th Meeting of the FM Metro COG Policy Board
Mr. Koerselman moved, seconded by Mr. Spaulding.
MOTION, passed. 8-0.
Motion carried unanimously.

The 558th Meeting of the FM Metro COG Policy Board held Thursday, September 20, 2018 was adjourned at 5:35 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD Thursday, October 18, 2018, 4:00 P.M. AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.

Respectfully Submitted,
Savanna Leach
Executive Secretary

558th Meeting of the FM Metro COG Policy Board – page 4
Thursday, September 20, 2018
To: Policy Board  
From: Cindy Gray, Executive Director  
Date: October 12, 2018  
Re: Blue Cross Blue Shield ND – 2019 Insurance Proposal

Metro COG recently received information about our 2019 insurance rates, which go into effect prior to the end of the year on December 1, 2018. The health insurance premiums for small groups such as ours is increasing 13 percent in addition to the increases that occur as a result of everyone being another year older. Information about rates is attached (see Attachment 1).

For Health and Vision insurance, Metro COG covers 70 percent of the premium and the staff person covers 30 percent. For Dental insurance, Metro COG covers 75% and the staff person covers 25%. Therefore, some of the increase becomes absorbed by our budget, and some must be absorbed by staff as a payroll deduction (see Attachment 2).

The increase in health insurance premiums was 3 percent higher than the 10 percent estimated when the 2019-2020 budget estimates were made. The vision insurance premiums are unchanged. The premium for dental insurance will go down by seven percent, and the total annual payout amount has been increased from $750 to $1,000 per year. The only drawback is that fewer dentists are participating due to the lower amount of charges allowed by BCBS ND.

Despite the somewhat higher increase than anticipated, the premiums are still well within the estimated 2019 budget, because it appears the entire premium was calculated into the loaded wages rather than Metro COG’s 70 percent for health and vision and 75 percent for dental. Even with the increase, the loaded wage is approximately $8,000 less than what was estimated in the budget. The UPWP is being completed at this time, and this information will be used along with other more recent information to update the budget figures.

This matter was reviewed by the Executive Committee at their meeting of October 3, 2018, and they unanimously supported the renewal of the current plans.

Suggested Action: To approve that Metro COG renews its BCBS ND Blue Direct Gold 100 2300 Health Insurance Plan, the Blue Vision Premium 150 Plan and the Blue Dental Essential 50 1000 Plan on the annual renewal date of December 1, 2018.
# Small Group Summary

**Group Name:** FM METRO COG  
**Group Number:** 77775  
**Effective Date:** DECEMBER 1, 2018  
**Current Plan(s):** #BLUEDIRECT GLD 100 2300  
**Renewal Plan(s):** BLUEDIRECT GOLD 100 2300  
**Blue Cross Rate Code:** 62028  
**Blue Shield Rate Code:** 20524

**Basic Code:** 3581  
**Plan Name:** BLUEDIRECT GOLD 100 2300

<table>
<thead>
<tr>
<th>Contract</th>
<th>Subscriber Name</th>
<th>Members Covered</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>800175804</td>
<td></td>
<td>1</td>
<td>$435.20</td>
</tr>
<tr>
<td>810254600</td>
<td></td>
<td>2</td>
<td>$732.10</td>
</tr>
<tr>
<td>800164553</td>
<td></td>
<td>1</td>
<td>$424.03</td>
</tr>
<tr>
<td>810354511</td>
<td></td>
<td>3</td>
<td>$2,091.85</td>
</tr>
<tr>
<td>800557305</td>
<td></td>
<td>1</td>
<td>$413.20</td>
</tr>
<tr>
<td>800235694</td>
<td></td>
<td>1</td>
<td>$429.61</td>
</tr>
<tr>
<td>800318458</td>
<td></td>
<td>3</td>
<td>$906.30</td>
</tr>
<tr>
<td><strong>Plan Total</strong></td>
<td></td>
<td>7</td>
<td><strong>$5,525.29</strong></td>
</tr>
<tr>
<td><strong>Group Total</strong></td>
<td></td>
<td>12</td>
<td><strong>$5,525.29</strong></td>
</tr>
</tbody>
</table>

Membership as of 7/31/2018  
*Rx: Deemed Creditable*  

*Group must meet minimum participation requirements or coverage will be canceled.*  
*Group must notify BCBSND of their benefit plan selection a minimum of 30 days prior to the effective date.*  
*This proposal is valid for employer groups that averaged 50 or fewer employees in the preceding calendar year, as defined by the Affordable Care Act.*
## Premium by Member

**Group Name:** FM METRO COG  
**Group Number:** 77775  
**Effective Date:** DECEMBER 1, 2018  
**Current Plan(s):** #BLUEDIRECT GLD 100 2300  
**Renewal Plan(s):** BLUEDIRECT GOLD 100 2300  
**Blue Cross Rate Code:** 62028  
**Blue Shield Rate Code:** 20524

### Basic Code: 3581  
### Plan Name: BLUEDIRECT GOLD 100 2300

<table>
<thead>
<tr>
<th>Contract</th>
<th>Member</th>
<th>Name</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>800175804</td>
<td>1</td>
<td></td>
<td>$435.20</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$435.20</td>
</tr>
<tr>
<td>810254600</td>
<td>1</td>
<td></td>
<td>$366.05</td>
</tr>
<tr>
<td>810254600</td>
<td>2</td>
<td></td>
<td>$366.05</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$732.10</td>
</tr>
<tr>
<td>800164553</td>
<td>1</td>
<td></td>
<td>$424.03</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$424.03</td>
</tr>
<tr>
<td>810354511</td>
<td>1</td>
<td></td>
<td>$851.20</td>
</tr>
<tr>
<td>810354511</td>
<td>2</td>
<td></td>
<td>$889.97</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$2,091.85</td>
</tr>
<tr>
<td>800557305</td>
<td>1</td>
<td></td>
<td>$413.20</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$413.20</td>
</tr>
<tr>
<td>800235804</td>
<td>1</td>
<td></td>
<td>$429.61</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$429.61</td>
</tr>
<tr>
<td>800319458</td>
<td>1</td>
<td></td>
<td>$366.05</td>
</tr>
<tr>
<td>800319458</td>
<td>2</td>
<td></td>
<td>$366.05</td>
</tr>
<tr>
<td>800319458</td>
<td>11</td>
<td></td>
<td>$267.20</td>
</tr>
<tr>
<td>Contract Totals</td>
<td></td>
<td></td>
<td>$999.30</td>
</tr>
<tr>
<td><strong>Plan Total</strong></td>
<td>7</td>
<td>12</td>
<td><strong>$5,525.29</strong></td>
</tr>
</tbody>
</table>

| **Group Total** | 7 | 12 | **$5,525.29** |

Membership as of 7/31/2018

Rx: Deemed Creditable

Group must meet minimum participation requirements or coverage will be canceled.

Group must notify BCBSND of their benefit plan selection a minimum of 30 days prior to the effective date.

This proposal is valid for employer groups that averaged 50 or fewer employees in the preceding calendar year, as defined by the Affordable Care Act.
# Premium Breakdown by Age

**Group Name:** FM METRO COG  
**Group Number:** 77775  
**Group Renewal Date:** DECEMBER 1, 2018  
**Basic Code:** 3581  
**Plan Name:** BLUEDIRECT GOLD 100 2300

<table>
<thead>
<tr>
<th>Age</th>
<th>Premium</th>
<th>Age</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 14*</td>
<td>$267.20</td>
<td>40</td>
<td>$446.38</td>
</tr>
<tr>
<td>15</td>
<td>$290.95</td>
<td>41</td>
<td>$454.76</td>
</tr>
<tr>
<td>16</td>
<td>$300.03</td>
<td>42</td>
<td>$462.80</td>
</tr>
<tr>
<td>17</td>
<td>$309.11</td>
<td>43</td>
<td>$473.97</td>
</tr>
<tr>
<td>18</td>
<td>$318.89</td>
<td>44</td>
<td>$487.94</td>
</tr>
<tr>
<td>19</td>
<td>$328.67</td>
<td>45</td>
<td>$504.36</td>
</tr>
<tr>
<td>20</td>
<td>$339.15</td>
<td>46</td>
<td>$523.92</td>
</tr>
<tr>
<td>21</td>
<td>$349.28</td>
<td>47</td>
<td>$545.92</td>
</tr>
<tr>
<td>22</td>
<td>$349.28</td>
<td>48</td>
<td>$571.07</td>
</tr>
<tr>
<td>23</td>
<td>$349.28</td>
<td>49</td>
<td>$595.87</td>
</tr>
<tr>
<td>24</td>
<td>$349.28</td>
<td>50</td>
<td>$623.81</td>
</tr>
<tr>
<td>25</td>
<td>$350.68</td>
<td>51</td>
<td>$651.41</td>
</tr>
<tr>
<td>26</td>
<td>$357.66</td>
<td>52</td>
<td>$681.79</td>
</tr>
<tr>
<td>27</td>
<td>$366.05</td>
<td>53</td>
<td>$712.53</td>
</tr>
<tr>
<td>28</td>
<td>$379.67</td>
<td>54</td>
<td>$745.71</td>
</tr>
<tr>
<td>29</td>
<td>$390.84</td>
<td>55</td>
<td>$778.89</td>
</tr>
<tr>
<td>30</td>
<td>$396.43</td>
<td>56</td>
<td>$814.87</td>
</tr>
<tr>
<td>31</td>
<td>$404.82</td>
<td>57</td>
<td>$851.20</td>
</tr>
<tr>
<td>32</td>
<td>$413.20</td>
<td>58</td>
<td>$889.97</td>
</tr>
<tr>
<td>33</td>
<td>$418.44</td>
<td>59</td>
<td>$909.18</td>
</tr>
<tr>
<td>34</td>
<td>$424.03</td>
<td>60</td>
<td>$947.95</td>
</tr>
<tr>
<td>35</td>
<td>$428.82</td>
<td>61</td>
<td>$981.48</td>
</tr>
<tr>
<td>36</td>
<td>$429.61</td>
<td>62</td>
<td>$1,003.48</td>
</tr>
<tr>
<td>37</td>
<td>$432.41</td>
<td>63</td>
<td>$1,031.07</td>
</tr>
<tr>
<td>38</td>
<td>$435.20</td>
<td>64</td>
<td>$1,047.84</td>
</tr>
<tr>
<td>39</td>
<td>$440.79</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Rx: Deemed Creditable

Member premium determined by age on the Group Renewal Date.

*Contract premium reflects up to 3 children (less than 21 years of age)

Group must meet minimum participation requirements or coverage will be canceled.

Group must notify BCBSND of their benefit plan selection a minimum of 30 days prior to the effective date.

This proposal is valid for employer groups that averaged 50 or fewer employees in the preceding calendar year, as defined by the Affordable Care Act.
## Alternative Plan Options

**Group Name:** FM METRO COG  
**Group Number:** 77775  
**Effective Date:** DECEMBER 1, 2018  
**Blue Cross Rate Code:** 62028  
**Blue Shield Rate Code:** 20524

<table>
<thead>
<tr>
<th>Basic Code</th>
<th>Plan Name</th>
<th>Total Group Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>3585</td>
<td>BLUECARE PLATINUM 80 0</td>
<td>$6,201.69</td>
</tr>
<tr>
<td>3586</td>
<td>BLUECARE PLATINUM 80 250</td>
<td>$6,077.03</td>
</tr>
<tr>
<td>3584</td>
<td>BLUECARE PLATINUM 90 500</td>
<td>$6,062.80</td>
</tr>
<tr>
<td>3509</td>
<td>BLUEPARTNER PLATINUM 90 150</td>
<td>$5,864.90</td>
</tr>
<tr>
<td>3581</td>
<td>BLUEDIRECT GOLD 100 2300</td>
<td>$5,525.29</td>
</tr>
<tr>
<td>3588</td>
<td>BLUECARE GOLD 70 1000</td>
<td>$5,392.06</td>
</tr>
<tr>
<td>3587</td>
<td>BLUECARE GOLD 90 1600</td>
<td>$5,387.33</td>
</tr>
<tr>
<td>3508</td>
<td>BLUEPARTNER GOLD 85 750</td>
<td>$5,127.26</td>
</tr>
<tr>
<td>3582</td>
<td>BLUEDIRECT SILVER 80 2700</td>
<td>$4,867.03</td>
</tr>
<tr>
<td>3589</td>
<td>BLUECARE SILVER 70 3500</td>
<td>$4,525.81</td>
</tr>
<tr>
<td>3507</td>
<td>BLUEPARTNER SILVER 70 5000</td>
<td>$4,276.52</td>
</tr>
<tr>
<td>3583</td>
<td>BLUEDIRECT BRONZE 70 5500</td>
<td>$4,170.34</td>
</tr>
<tr>
<td>3506</td>
<td>BLUEPARTNER BRONZE 60 6850</td>
<td>$3,982.73</td>
</tr>
</tbody>
</table>

### Membership as of 7/31/2018

Rx: Deemed Creditable for Platinum, Gold and Silver plans. Deemed Not Creditable for Bronze plans.

Group must meet minimum participation requirements or coverage will be canceled.

Group must notify BCBSND of their benefit plan selection a minimum of 30 days prior to the effective date.

This proposal is valid for employer groups that averaged 50 or fewer employees in the preceding calendar year, as defined by the Affordable Care Act.
Group Vision Renewal

<table>
<thead>
<tr>
<th>Group Number:</th>
<th>77775</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Name:</td>
<td>FM METRO COG</td>
</tr>
<tr>
<td>Anniversary Date:</td>
<td>December 1, 2018</td>
</tr>
<tr>
<td>Enrollment:</td>
<td>6</td>
</tr>
<tr>
<td>Commission:</td>
<td>NO</td>
</tr>
<tr>
<td>District/Territory:</td>
<td>2/39</td>
</tr>
</tbody>
</table>

### BlueVision Premium 150

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Parent and Child</th>
<th>Parent and Children</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Renewal Rates</td>
<td>$12.90</td>
<td>$29.70</td>
<td>$29.70</td>
<td>$29.70</td>
<td>$29.70</td>
</tr>
<tr>
<td>Current Rates (Vision 205)</td>
<td>$12.60</td>
<td>$27.40</td>
<td>$27.40</td>
<td>$27.40</td>
<td>$27.40</td>
</tr>
<tr>
<td>Dollar Change</td>
<td>$0.30</td>
<td>$2.30</td>
<td>$2.30</td>
<td>$2.30</td>
<td>$2.30</td>
</tr>
<tr>
<td>Percent Change</td>
<td>2.4%</td>
<td>8.4%</td>
<td>8.4%</td>
<td>8.4%</td>
<td>8.4%</td>
</tr>
</tbody>
</table>

### Available Alternative Plan Options

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Parent and Child</th>
<th>Parent and Children</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlueVision Essential 100</td>
<td>$11.80</td>
<td>$27.10</td>
<td>$27.10</td>
<td>$27.10</td>
<td>$27.10</td>
</tr>
<tr>
<td>BlueVision Premium 150</td>
<td>$12.90</td>
<td>$29.70</td>
<td>$29.70</td>
<td>$29.70</td>
<td>$29.70</td>
</tr>
<tr>
<td>BlueVision Elite 150</td>
<td>$13.50</td>
<td>$31.10</td>
<td>$31.10</td>
<td>$31.10</td>
<td>$31.10</td>
</tr>
<tr>
<td>BlueVision Classic 150</td>
<td>$10.00</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
</tbody>
</table>

70/30
## Group Dental Renewal

| Group Number: | 77775 |
| Group Name: | FM METRO COG |
| Anniversary Date: | December 1, 2018 |
| Enrollment: | 7 |
| Commission: | NO |
| District/Territory: | 2/39 |

### BlueDental Essential 50 1000

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>Parent and Child</th>
<th>Parent and Children</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Renewal Rates</td>
<td>$32.50</td>
<td>$76.70</td>
<td>$76.70</td>
<td>$76.70</td>
<td>$76.70</td>
</tr>
<tr>
<td>Current Rates (Dental 114)</td>
<td>$34.90</td>
<td>$82.50</td>
<td>$82.50</td>
<td>$82.50</td>
<td>$82.50</td>
</tr>
<tr>
<td>Dollar Change</td>
<td>-$2.40</td>
<td>-$5.80</td>
<td>-$5.80</td>
<td>-$5.80</td>
<td>-$5.80</td>
</tr>
<tr>
<td>Percent Change</td>
<td>-6.9%</td>
<td>-7.0%</td>
<td>-7.0%</td>
<td>-7.0%</td>
<td>-7.0%</td>
</tr>
</tbody>
</table>

### Available Alternative Plan Options

<table>
<thead>
<tr>
<th>Plan Options</th>
<th>Individual</th>
<th>Parent and Child</th>
<th>Parent and Children</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>No available alternative plan options</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To find a participating dentist: [https://nd.ourdentalcoverage.com/find-a-dentist/#/](https://nd.ourdentalcoverage.com/find-a-dentist/#/)

75/25
2019 Health, Vision and Dental Based on New Insurance Proposal from BCBS of ND

<table>
<thead>
<tr>
<th></th>
<th>70/30 Ratio (Health and Vision)</th>
<th>75/25 Ratio (Dental)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Health</td>
<td>Vision</td>
</tr>
<tr>
<td>Community/Transp Analyst</td>
<td>$435.20</td>
<td>$12.90</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$999.30</td>
<td>$29.70</td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$424.03</td>
<td>$12.90</td>
</tr>
<tr>
<td>Executive Director</td>
<td>$1,741.17</td>
<td>$29.70</td>
</tr>
<tr>
<td>Executive Secretary</td>
<td>$413.20</td>
<td>$12.90</td>
</tr>
<tr>
<td>Sr. Transportation Planner</td>
<td>$429.61</td>
<td>$12.90</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$999.30</td>
<td>$29.70</td>
</tr>
<tr>
<td>Total for Metro COG - Health, Vision &amp; Dental</td>
<td>$5,441.81</td>
<td>$140.70</td>
</tr>
</tbody>
</table>

Total for Metro COG - Health, Vision & Dental | $50,133.98
To: Policy Board  
From: Anna Pierce  
Date: October 12, 2018  
Re: Performance Measures #2 and #3 Resolution

As a part of the Fixing America’s Surface Transportation (FAST) Act and MAP-21, State DOTs and MPOs are required to establish quantifiable targets for performance measures. The first performance measure was safety, for which TTC and Policy Board approved resolutions pertaining to North Dakota and Minnesota in January 2018.

Performance Measure 2 – Pavement and Bridge Condition

The second performance measure refers to pavement condition in §490 Subpart C & §490 Subpart D. As such, each state must set the following targets every four-years, with the opportunity to revise the targets every two-years:

- §490 Subpart C
  - Percent of Interstate Pavement in Good Condition
  - Percent of Interstate Pavement in Poor Condition
  - Percent of Non-interstate NHS Pavement in Good Condition
  - Percent of Non-interstate NHS Pavement in Poor Condition

- §490 Subpart D
  - Percent of NHS Bridges in Good Condition
  - Percent of NHS Bridges in Poor Condition

The extent to which the infrastructure meets each of these performance targets needs to be reported yearly by the respective state DOT to Federal Highway Administration (FHWA).

Attachment 8A - FHWA National Performance Management Measure 2 – Pavement Condition (Subpart C) & Bridge Condition (Subpart D) is a technical report regarding PM 2 for review. The report summarizes the requirements and methodology of PM2, the data used to determine targets for the MPA in North Dakota and Minnesota, and includes the reasoning and recommended targets for NDDOT and MNDOT regarding PM2 for the Metropolitan Planning Area (MPA).

Performance Measure 3 – System Reliability

The third performance measure refers to system reliability in §490 Subpart E & §490 Subpart F. As such, each state must set the following targets every four-years, with the opportunity to revise the §490 Subpart E targets every two-years:

- §490 Subpart E
  - Percent of person-miles traveled on the Interstate that are reliable
  - Percent of person-miles traveled on the Non-interstate NHS that are reliable
§ 490 Subpart E
   o Truck Travel Time Reliability Index

As an MPO, Metro COG is required by FHWA to either (1) agree to program projects in each state’s portion of the Metropolitan Planning Area (MPA) to support the performance targets established by the respective state and/or (2) establish MPO specific performance targets for all or some of the above measures. The extent to which the targets are met will be reviewed annually. The targets themselves can be revised every two years, but must be set every four years.

Attachment 8B - FHWA National Performance Management Measure 3 – Performance of the NHS (Subpart E) & Freight Movement on the Interstate (Subpart F) is a technical report for review. The report summarizes the requirements and methodology of PM3, the data used to determine targets for the MPA in North Dakota and Minnesota, and includes the reasoning and recommended targets for NDDOT and MNDOT regarding PM3 for the Metropolitan Planning Area (MPA).

Once approved by the Policy Board, the resolutions will be signed and distributed to the applicable jurisdictions and programming will be incorporated into the LRTP, UPWP, and TIP.

Requested Action:
Recommend approval of the North Dakota and Minnesota resolutions for the Fargo-Moorhead Metropolitan Planning Area on Performance Measure 2 – Infrastructure and Performance Measure 3 – System Reliability.
TECHNICAL MEMORANDUM

Date: October 12, 2018

Re: Technical Report on FHWA National Performance Management Measure 2 – Pavement Condition (Subpart C) & Bridge Condition (Subpart D)

Overview

On December 4, 2015, the Fixing America’s Surface Transportation (FAST) Act was passed. This law continues the performance measure methodology established in MAP-21 with further clarification and the establishment of performance measure targets. These revisions include the establishment of quantifiable targets for each performance measure identified in §490 Subpart C to assess NHS pavement condition and §490 Subpart C to assess NHS bridge condition.

As part of the target establishment, Metro COG must (1) report their established targets to the respective State DOTs (i.e. resolutions) and (2) report the baseline condition/performance and progress toward the achievement of the targets in the system performance report in the LRTP.

§490 Subpart C

Per §490 Subpart C every four years each State DOT is required by Federal Highway Administration (FHWA) to establish four (4) pavement condition performance measure targets. The State DOTs also need to report annually on each of these targets. Below are the performance measure targets for pavement conditions:

- Percent of Interstate Pavement in Good Condition
- Percent of Interstate Pavement in Poor Condition
- Percent of Non-interstate NHS Pavement in Good Condition
- Percent of Non-interstate NHS Pavement in Poor Condition

Each jurisdiction assesses a variety of roadway factors for each segment to calculate the pavement condition. Then those assessments are combined and an output of a standard Pavement Condition Index (PCI) is produced. The following are PCI ratings and their associated range of scores:

- Excellent: 86-100
- Good: 71-85
- Fair: 56-70
- Poor: 0-55

Below is the pavement condition for the entire NHS system in the Metropolitan Planning Area (MPA).
§490 Subpart D

Per §490 Subpart D, every four years each State DOT is required by Federal Highway Administration (FHWA) to establish two (2) bridge condition performance measure targets. The State DOTs also need to report annually on each of these targets. Below are the performance measure targets for pavement conditions:

- Percent of NHS Bridges in Good Condition
- Percent of NHS Bridges in Poor Condition

Each bridge on the NHS system is assessed annually and the score is entered into the National Bridge Inventory (NBI). The score is based on the inspection ratings of the bridge’s deck, superstructure, and substructure. Each bridge is given an overall rating based on the lowest score of the three elements. The scores are based on the following ranges:

- Good 7-9
- Fair 5-6
- Poor 0-4

Below is the bridge inventory for the entire NHS system in the MPA.
§490 Subpart C – Pavement Condition Data

Within each portion of the MPA the pavement condition has been assessed. The following table illustrates the PM2 – pavement conditions within each state’s portion of the MPA and the associated State DOT set performance targets.

<table>
<thead>
<tr>
<th></th>
<th>MN Portion of MPA</th>
<th>MnDOT set Targets</th>
<th>ND Portion of MPA</th>
<th>NDDOT set Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Interstate Pavement in Good Condition</td>
<td>100%</td>
<td>55%</td>
<td>95.7%</td>
<td>75.6%</td>
</tr>
<tr>
<td>% of Interstate Pavement in Poor Condition</td>
<td>0%</td>
<td>2%</td>
<td>0%</td>
<td>3%</td>
</tr>
<tr>
<td>% of Non-interstate NHS Pavement in Good Condition</td>
<td>90%</td>
<td>50%</td>
<td>88.6%</td>
<td>58.3%</td>
</tr>
<tr>
<td>% of Non-interstate NHS Pavement in Poor Condition</td>
<td>3.4%</td>
<td>4%</td>
<td>2.3%</td>
<td>3%</td>
</tr>
</tbody>
</table>

* Cells filled in green mean that the relative portion of the MPA meets or exceeds the associated State DOT’s set targets.
The type of target depends on how the measurement is determined to meet or not meet the target. For example, to meet a good condition target, the percentage needs to be equal to or greater than the target percentage. To meet a poor condition target, the percentage needs to be less than or equal to the target percentage.

§490 Subpart D – Bridge Condition Data

Within each portion of the MPA the bridge condition has been assessed. The following table illustrates the PM2 – bridge conditions within each state’s portion of the MPA and the associated State DOT set performance targets.

<table>
<thead>
<tr>
<th></th>
<th>MN Portion of MPA</th>
<th>MnDOT set Targets</th>
<th>ND Portion of MPA</th>
<th>NDDOT set Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of NHS Bridges in Good Condition</td>
<td>52%</td>
<td>50%</td>
<td>47%</td>
<td>60%</td>
</tr>
<tr>
<td>% of NHS Bridges in Poor Condition</td>
<td>0%</td>
<td>2%</td>
<td>2%</td>
<td>4%</td>
</tr>
</tbody>
</table>

*Cells filled in green mean that the relative portion of the MPA meets or exceeds the associated State DOT’s set targets. Cells filled in pink mean that the relative portion of the MPA does not meet the associated State DOT set targets.

As with the pavement condition data, the type of target depends on how the measurement is determined to meet or not meet the target. To meet a good condition target, the percentage needs to be equal to or greater than the target percentage. To meet a poor condition target, the percentage needs to be less than or equal to the target percentage.

As shown in the table above, NDDOT has a target of 60% of NHS Bridges in Good Condition, but the North Dakota portion of the MPA is currently at 47%. In contrast, there are 2% of NHS bridges in poor condition. Thus, there are 51% of bridges in fair condition. Over the next four years, programming in the NDDOT TIP will need to prioritize improvements to bridges with a condition rating of poor (0-4) and fair (5-6) to move them into good condition. In fact, this is already in progress. The only poorly rated bridge – the US 10 interchange bridge over I-94 in West Fargo – is programmed for reconstruction. At least two other bridges currently rated fair, such as the Main Avenue bridge over US 81 (10th Street) and one of the bridges at the interchange of Sheyenne Street and I-94 interchange, are scheduled for improvements or reconstruction over the next two to three years. These improvements will help the MPA move toward NDDOT’s target for bridge condition.

Penalties

There are no penalties for not meeting the “good condition” targets. Although, if a “poor condition” percentage is exceeded (i.e. not met), at the State DOT level, the penalty, according to 23 CFR 490.413 is as follows: “(1) during the fiscal year following the determination, the State DOT shall obligate and set aside in an amount equal to 50 percent of funds apportioned to such State for fiscal year 2009 to carry out 23 U.S.C. 144 (as in effect the day before enactment of MAP-21) from amounts apportioned to a
State for a fiscal year under 23 U.S.C. 104(b)(1) only for eligible projects on bridges on the NHS. (2) The set-aside and obligation requirement for bridges on the NHS in a State in paragraph (a) of this section for a fiscal year shall remain in effect for each subsequent fiscal year until such time as less than 10 percent of the total deck area of bridges in the State on the NHS is located on bridges that have been classified as Structurally Deficient as determined by FHWA."

**Recommendation**

For PM2 – Pavement and Bridge Conditions, Metro COG staff recommends the adoption of the respective State DOT performance measure targets for calendar year 2018-2021.

The MPA is meeting and exceeding the targets related to pavement condition. Metro COG works with its local partners to program funding for some of the Non-Interstate NHS roadways and will continue to plan and maintain those roadways through the LRTP, TIP, and UPWP. Monitoring of the conditions relative to the targets will allow us to determine if additional emphasis needs to be placed on projects that are aimed at improving pavement condition. The Interstate roadways are planned and maintained by the respective State DOTs, so Metro COG and its local partners will continue to support the planning and maintenance efforts in order to achieve those associated targets.

In regards to bridge conditions, Metro COG and its local partners will continue to work with NDDOT and MNDOT to carry out planning and programming that supports the efforts of the respective State DOTs in their efforts to meet their respective targets.
TECHNICAL MEMORANDUM

Date: October 12, 2018


Overview

On December 4, 2015, the Fixing America’s Surface Transportation (FAST) Act was passed. This law continues the performance measure methodology established in MAP-21 with further clarification and the establishment of performance measure targets. These revisions include the establishment of quantifiable targets for each performance measure identified in §490 Subpart E to assess performance on the NHS and §490 Subpart F to assess freight movement on the Interstate.

As part of the target establishment, Metro COG must (1) report their established targets to the respective State DOTs (i.e. adopt resolutions) and (2) report the baseline condition / performance and progress toward the achievement of the targets in the system performance report in the LRTP.

§490 Subpart E

Per §490 Subpart E every four years each State DOT is required by Federal Highway Administration (FHWA) to establish two (2) travel reliability performance measure targets. Travel time reliability is defined by the consistency or dependability of travel times from day to day or across different times of the day. The State DOTs also need to report annually on each of these targets. Below are the performance measure targets for travel reliability:

- Percent of person-miles traveled on the Interstate that are reliable
- Percent of person-miles traveled on the Non-Interstate NHS that are reliable

FHWA requires the use of National Performance Management Research Data Set (NPMRDS) to calculate the travel reliability for each roadway segment. NPMRDS uses passive travel data (probe data) to anonymously track how people travel and at what speed the vehicle travels. The NPMRDS provides a monthly archive of probe data that includes average travel times that are reported every 5-minutes when data is available on the NHS.

Using the NPMRDS probe data, the Level of Travel Time Reliability (LOTTR) can be calculated for four (4) analysis periods using the following ratio:

\[
\text{LOTTR} = \frac{\text{Longer travel times (80th percentile of travel times)}}{\text{Normal travel times (50th percentile of travel times)}}
\]
The analysis periods are:

- Morning Weekday (6am-10am)
- Midday Weekday (10am-4pm)
- Afternoon Weekday (4pm-8pm)
- Weekends (6am-8pm)

Reliable segments of roadway are considered to have a ratio of 1.50 or less, whereas segments of roadway with a ratio above 1.50 are considered unreliable.

Below is the Travel Time Reliability by roadway segment for the entire NHS system in the Metropolitan Planning Area. For each segment the worst Level of Travel Time Reliability (LOTTR) of the four (4) analysis periods is shown.

It is important to note that between 2016 and 2017, NPMRDS switched probe data providers from HERE to INRIX. With that switch, there was a dramatic increase in the quality, quantity and overall reliability of the data.
§490 Subpart F

Per §490 Subpart F every four years each State DOT is required by Federal Highway Administration (FHWA) to establish one (1) performance measure target that pertains to freight movement on the Interstate system. The State DOTs also need to report annually on each of these targets. Below is the performance measure target for freight movement:

- Truck Travel Time Reliability Index

The NPMRDS provides truck travel times on the Interstate system in 15-minute increments.

The maps shown below provide 2017 data on truck travel reliability on the Interstate system in the Metropolitan Planning Area.
Data

§490 Subpart E – Travel Time Reliability Data

Within each portion of the MPA the Travel Time Reliability (TTR) has been assessed. The following table illustrates the PM3 – TTR within each state’s portion of the MPA and the associated State DOT set performance targets.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Reliable Person Miles on the Interstate</td>
<td>100%</td>
<td>80%</td>
<td>100%</td>
<td>85%</td>
</tr>
<tr>
<td>% of Reliable Person Miles on the Non-Interstate NHS</td>
<td>94%</td>
<td>75%</td>
<td>85%</td>
<td>85%</td>
</tr>
</tbody>
</table>

* Cells filled in green mean that the relative portion of the MPA meets or exceeds the associated State DOT's set targets.

Travel time reliability is about consistency and predictability. The higher the percentage of reliability, the more often the travel times are similar or predictable – in other words, one can reliably travel from point A to point B within an expected range of time. Travel time reliability is NOT a measure of LOS or speed. Slow travel times do not result in a lower reliability score unless they occur sporadically and result in widely ranging travel times for the same roadway segment.

§490 Subpart F – Truck Travel Time Reliability

Within each portion of the MPA the Truck Travel Time Reliability (TTTR) Index has been assessed. The following table illustrates the PM3 – TTTR Index within each state’s portion of the MPA and the associated State DOT set performance targets.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Travel Time Reliability Index</td>
<td>1.10</td>
<td>1.50</td>
<td>1.16</td>
<td>3.00</td>
</tr>
</tbody>
</table>

*Cells filled in green mean that the relative portion of the MPA meets or exceeds the associated State DOT’s set targets.

Truck Travel Time Reliability (TTTR) Index assesses the reliability of the travel time on a segment of the Interstate System. The higher the number, the more unreliable the segment of roadway is. Thus, it is better to have a lower TTTR Index than a higher one. For example, Minneapolis, Minnesota has a TTTR Index of 2.23 for 2017. That region is
significantly more congested along the Interstate system than the Fargo-Moorhead MPA.

Penalties

The penalties for PM3 are unclear at this point in time. Nevertheless, for the benefit of the traveling public, it is important that Metro COG and its local partners work to maintain acceptable levels of travel time reliability.

Recommendation

For PM3 – System Reliability, Metro COG staff recommend adopting MnDOT’s 2018-2021 targets for the entire Metropolitan Planning Area, in both Minnesota and North Dakota. Those targets are as follows:

- Percentage of Person Miles Traveled on the Interstate that are Reliable: 80%
- Percentage of Person Miles Traveled on the Non-Interstate NHS that are Reliable: 75%
- Truck Travel Time Reliability Index: 1.5

This recommendation is based on the following:

- We believe it is important to strive for consistency across the metropolitan area, and to create a consistent set of targets and measurements relative to travel time reliability.
- Although the Minnesota targets are lower than North Dakota’s for person miles traveled on the Interstate and Non-Interstate NHS, we believe these lower targets are appropriate within our metropolitan area. Where larger volumes of traffic exist, we believe it is more common to have a lower percentage of roadway segments meeting optimal levels of travel time reliability.
- We believe our Metro Area should strive to do better than 3.0 for TTTR; thus the MnDOT threshold of 1.5 is recommended.

Thus, Metro COG staff are proposing to set consistent targets across the region for Travel Time Reliability.

Methodology

\[
100 \times \frac{\sum_{i=1}^{R} SL_i \times AV_i \times OF_j}{\sum_{i=1}^{T} SL_i \times AV_i \times OF_j}
\]

\(R\) = total number of Interstate System reporting segments that are exhibiting an LOTTR below 1.50 during all of the time periods identified in § 490.511(b)(1)(i) through (iv);
I = Interstate System reporting segment “i”;

SL_{i} = length, to the nearest thousandth of a mile, of Interstate System reporting segment “i”; 

AV_{i} = total annual traffic volume to the nearest single vehicle, of the Interstate System reporting segment “i”;

J = geographic area in which the reporting segment “i” is located where a unique occupancy factor has been determined;

OF_{i} = occupancy factor for vehicles on the NHS within a specified geographic area within the State/Metropolitan planning area; and 

T = total number of Interstate System reporting segments.

Contact:

Further information regarding FHWA’s Performance Management Measure 3 can be acquired by contacting Anna Pierce (Metro COG) at 701.532.5102 or pierce@fmmetrocog.org.

Additional FHWA Performance Management Measure 3 resources include:

**FHWA**

[https://www.fhwa.dot.gov/tpm/rule.cfm](https://www.fhwa.dot.gov/tpm/rule.cfm)

**MnDOT**

Bobbi Retzlaff, AICP
Planning Program Coordinator
651.366.3793
bobbi.retzlaff@state.mn.us

**NDDOT**

Michael Johnson, P.E.
Local Government
701.328.2118
mijohnson@nd.gov
RESOLUTION 2018-R007
OF THE FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

Adopting NHS Pavement and Bridge Condition Performance Targets

Whereas, the U.S. Department of Transportation established performance measures for pavement and bridge condition on the National Highway System as detailed in 23 CFR 490, Subpart C, National Performance Measures for Assessing Pavement Condition, and 23 CFR 490, Subpart D, National Performance Measures for Assessing Bridge Condition;

Whereas, the Minnesota Department of Transportation (MnDOT) established performance targets for each of the four NHS pavement condition performance measures in accordance with 23 CFR 490.307(a); and

Whereas, MnDOT established performance targets for each of the two NHS bridge condition performance measures in accordance with 23 CFR 490.407(c); and

Whereas, metropolitan planning organizations (MPOs) must establish performance targets for each of the NHS pavement and bridge condition performance measures; and

Whereas, MPOs establish NHS pavement and bridge condition targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the State DOT NHS pavement or bridge condition target or commit to a quantifiable target for the metropolitan planning area;

Now, therefore, be it resolved, that the Fargo-Moorhead Metropolitan Council of Governments agrees to plan and program projects so that the projects contribute to the accomplishment of MnDOT’s NHS pavement and bridge condition targets for the calendar years of 2018 through 2021:

- Percentage of NHS Bridges in Good Condition: 50%;
- Percentage of NHS Bridges in Poor Condition: 4%;
- Percentage of Interstate Pavement in Good Condition: 55%;
- Percentage of Interstate Pavement in Poor Condition: 2%;
- Percentage of Non-Interstate Pavement in Good Condition: 50%;
- Percentage of Non-Interstate Pavement in Poor Condition: 4%.

Fargo-Moorhead Metropolitan Council of Governments

Arland Rasmussen, Metro COG Policy Board Chair

Cindy Gray, Metro COG Executive Director

Date: __________________________
RESOLUTION 2018-R008
OF THE FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

Adopting NHS Pavement and Bridge Condition Performance Targets

Whereas, the U.S. Department of Transportation established performance measures for pavement and bridge condition on the National Highway System as detailed in 23 CFR 490, Subpart C, National Performance Measures for Assessing Pavement Condition, and 23 CFR 490, Subpart D, National Performance Measures for Assessing Bridge Condition;

Whereas, the North Dakota Department of Transportation (NDDOT) established performance targets for each of the four NHS pavement condition performance measures in accordance with 23 CFR 490.307(a); and

Whereas, NDDOT established performance targets for each of the two NHS bridge condition performance measures in accordance with 23 CFR 490.407(c); and

Whereas, metropolitan planning organizations (MPOs) must establish performance targets for each of the NHS pavement and bridge condition performance measures; and

Whereas, MPOs establish NHS pavement and bridge condition targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the State DOT NHS pavement or bridge condition target or commit to a quantifiable target for the metropolitan planning area;

Now, therefore, be it resolved, that the Fargo-Moorhead Metropolitan Council of Governments agrees to plan and program projects so that the projects contribute to the accomplishment of NDDOT’s NHS pavement and bridge condition targets for the calendar years of 2018-2021:

Percentage of NHS Bridges in Good Condition: 60%;
Percentage of NHS Bridges in Poor Condition: 4%;
Percentage of Interstate Pavement in Good Condition: 75.6%;
Percentage of Interstate Pavement in Poor Condition: 3%;
Percentage of Non-Interstate Pavement in Good Condition: 58.3%;
Percentage of Non-Interstate Pavement in Poor Condition: 3%.

Fargo-Moorhead Metropolitan Council of Governments

Arland Rasmussen, Metro COG Policy Board Chair

Cindy Gray, Metro COG Executive Director

Date: ________________________________
RESOLUTION 2018-R009
OF THE FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

Adopting Performance Targets to Assess NHS Performance and Freight Movement on the Interstate System

Whereas, the U.S. Department of Transportation established performance measures for pavement and bridge condition on the National Highway System as detailed in 23 CFR 490, Subpart E, National Performance Management Measures to Assess Performance of the National Highway System, and 23 CFR 490, Subpart F, National Performance Management Measures to Assess Freight Movement on the Interstate System;

Whereas, the Minnesota Department of Transportation (MnDOT) established performance targets for each of the two Travel Time Reliability performance measures in accordance with 23 CFR 490.507(a); and

Whereas, MnDOT established a performance target to calculate the Freight Reliability performance measure in accordance with 23 CFR 490.607; and

Whereas, metropolitan planning organizations (MPOs) must establish performance targets for the Travel Time Reliability and Freight Reliability measures; and

Whereas, MPOs establish Travel Time Reliability and Freight Reliability targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the State DOT Travel Time Reliability target or Freight Reliability target or commit to a quantifiable target for the metropolitan planning area; and

Now, therefore, be it resolved, that the Fargo-Moorhead Metropolitan Council of Governments agrees to plan and program projects so that the projects contribute to the accomplishment of MnDOT’s System Reliability targets for calendar years of 2018 through 2021:

- Percentage of Person Miles Traveled on the Interstate that are Reliable: 80%;
- Percentage of Person Miles Traveled on the Non-Interstate NHS that are Reliable: 75%;
- Truck Travel Time Reliability Index: 1.5.

Fargo-Moorhead Metropolitan Council of Governments

______________________________________________
Arland Rasmussen, Metro COG Policy Board Chair

______________________________________________
Cindy Gray, Metro COG Executive Director

Date: ________________________________
RESOLUTION 2018-R010
OF THE FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

Adopting Performance Targets to Assess NHS Performance and Freight Movement on the Interstate System

Whereas, the U.S. Department of Transportation established performance measures for pavement and bridge condition on the National Highway System as detailed in 23 CFR 490, Subpart E, National Performance Management Measures to Assess Performance of the National Highway System, and 23 CFR 490, Subpart F, National Performance Management Measures to Assess Freight Movement on the Interstate System;

Whereas, the North Dakota Department of Transportation (NDDOT) established performance targets for each of the two Travel Time Reliability performance measures in accordance with 23 CFR 490.507(a); and

Whereas, NDDOT established a performance target to calculate the Freight Reliability performance measure in accordance with 23 CFR 490.607; and

Whereas, metropolitan planning organizations (MPOs) must establish performance targets for the Travel Time Reliability and Freight Reliability measures; and

Whereas, MPOs establish Travel Time Reliability and Freight Reliability targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the State DOT Travel Time Reliability target or Freight Reliability target or commit to a quantifiable target for the metropolitan planning area; and

Now, therefore, be it resolved, that the Fargo-Moorhead Metropolitan Council of Governments agrees to plan and program projects so that the projects contribute to the accomplishment of NDDOT’s System Reliability targets for calendar years of 2018 through 2021; and

Be it further resolved, that the Fargo-Moorhead Metropolitan Council of Governments, in an effort to strive for consistency across all jurisdictions within our metropolitan planning area which includes communities in both North Dakota and Minnesota, commits to performance targets for the calendar years of 2018 through 2021 for the metropolitan planning area of:

Percentage of Person Miles Traveled on the Interstate that are Reliable: 80%;
Percentage of Person Miles Traveled on the Non-Interstate NHS that are Reliable: 75%;
Truck Travel Time Reliability Index: 1.5.

Fargo-Moorhead Metropolitan Council of Governments

______________________________
Arland Rasmussen, Metro COG Policy Board Chair

______________________________
Cindy Gray, Metro COG Executive Director

Date: ____________________________
To: Metro COG Policy Board
From: Cindy Gray, Executive Director
Date: October 12, 2018
Re: RFP for Accounting Services

Our current arrangement with Balance Tax and Accounting extends through the end of 2018. Thus far, our experience with Balance has been very positive.

Since Metro COG contracted with Balance separately from the RFP process that occurred in 2017, our current contract extends only through the remainder of 2018. To ensure seamless accounting services moving forward into 2019 and hopefully beyond, we need to solicit proposals from accountants through a QBS selection process. NDDOT will also review the attached draft RFP. Only minor comments are anticipated from NDDOT, if any, since the document was modeled after the RFP issued in the fall of 2017.

Requested Action: To approve the RFP for accounting services.
PROJECT NO.

2018-011

Accounting Services for the Fargo-Moorhead Metropolitan Council of Governments

October 26, 2018

APPROVED:

____________________________
Cynthia R Gray
Metro COG, Executive Director
I GENERAL INFORMATION

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.

Metro COG is seeking requests for proposals from qualified Consultants for the following project:

Accounting Services for the Fargo-Moorhead Metropolitan Council of Governments

All applicants meeting the deadline for submittal will receive consideration. Proposals are due by 4:00pm. on Friday, November 30, 2018. Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate Consultants, Metro COG will enter into negotiations with the top ranked firm.

The Consultant will submit with their response to this RFP a cost proposal for the services requested, by year in which the services will be provided. Metro COG reserves the right to reject any or all cost proposals submitted.

This project will be funded, in part with federal transportation funds. The North Dakota Department of Transportation will determine the eligibility of federal funds for the project. The proposed schedule for the project is identified in section V of this RFP.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: gray@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (https://www.dot.nd.gov) and the Metro COG website at www.fmmetrocog.org.

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

This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.532.5101.

II PURPOSE OF PROPOSAL

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is requesting proposals for the purpose of retaining a qualified accountant to provide billings, accounts payable, payroll, general ledger write-up services, monthly time and cost reports, quarterly financial reports, assist in annual audit work papers, year-end close out activities, and general
consulting services relative to Metro COG’s financial activities and operations. The intent of this proposal is to obtain quotes from firms or individuals that can provide the specific accounting services necessary for Metro COG’s operation.

Metro COG is a public organization funded with a combination of Federal and local funds. The organization’s 2019 and 2020 annual budgets are approximately $1.43 million. Of that, internal operations are approximately $800,000 to $840,000 annually. The remaining funds are used to hire engineering and planning consultants to complete a variety of transportation and land use studies.

III CONTRACTUAL SCOPE OF SERVICES

The successful proposer will be required to provide services that meet the scope of work provided in this section of the RFP. All proposers should provide price quotes for each of these elements. The format for these price quotes is further defined in VI Compensation Schedule, and on Attachment A.

A. Accounting Services to Be Provided by the Third Party Contractor

1. The firm will post all monthly routine entries (i.e., revenue adjustments, add interest from bank accounts, monthly cash reconciliation for the checking, savings and CD accounts) within 10 or 15 working days after the end of the month.
2. The firm will produce the general ledger computer print outs, and provide to the Executive Director no later than three days prior to the Policy Board meeting, which is held the third Thursday of each month.
3. The firm will develop a Cost Allocation Plan and an Annual Indirect Costs Rate to forward to the North Dakota Department of Transportation for review and approval.
4. The firm will prepare all monthly vendor checks, and provide these by the designated dates each month.
5. The firm will prepare monthly state and federal financial reports, and monthly reimbursement materials within 10 or 15 working days after the end of the previous month.
6. The firm will prepare and reconcile quarterly Metro COG financial reports within 10 or 15 working days after the end of the month following the end of each quarter.
7. The firm will complete year-end functions; such as balance the general ledger, trial balance, revenues and expenditures, enter any adjustments to the general ledger, etc., and the firm will make all accrual adjustments necessary, discuss these adjustments with the Executive Director, and provide a permanent copy of all year-end entries to Metro COG.

B. Financial Technical Assistance to be Provided by Third Party Contractor

1. The firm will assist the Executive Director in March-April of each year to develop or update the upcoming year’s budget.
2. The firm will assist the Executive Director in July-August of each year to develop or update the upcoming year’s work program based on COG staff hours, and define the cost allocation plan.
3. The firm may work with the Executive Committee, and Policy Board to analyze current and long-range financial planning (ex., five-year financial plan).

4. The firm may be required to attend Executive Committee and/or Policy Board meetings to discuss budget and financial matters on a quarterly basis.

5. The firm will assist the Executive Director on an on-call basis.

6. The firm will assist the Executive Director deal with complex funding issues, and communicate with state and federal DOT officials, when necessary.

7. The firm will assist the Executive Director with analyzing complex personnel costs such as calculating housing allowances, moving expenses, military leave pay, etc.).

8. The firm will provide the necessary personnel to answer general questions, as well as questions the Executive Director may have as to the allowability of any expenses. In order to provide this knowledge, the firm’s representative must be well-versed in all applicable federal regulations including but not limited to, 2 CFR 200, A-87, A-102, A-133, etc.

All services must be provided in a manner that is in accordance with the Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, accounting standards, and all procedures and record keeping must meet the requirements of the federal regulations.

IV TIMETABLE

Metro COG will use the following tentative timetable, which should result in an accountant being selected by December 14, 2018.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 26, 2018</td>
<td>Send out notice announcing RFP</td>
</tr>
<tr>
<td>November 30, 2018</td>
<td>Receive proposals</td>
</tr>
<tr>
<td>December 20, 2018</td>
<td>Policy Board meeting</td>
</tr>
<tr>
<td></td>
<td>Consider Executive Committee recommendation / COG Policy Board selects firm</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>Initiate Service</td>
</tr>
</tbody>
</table>

V SELECTION CRITERIA

A. It is Metro COG’s intent to award the service contract to a firm or individual with the best proposal as deemed appropriate for Metro COG’s needs through the consideration of the following factors:

1. **Understanding of Proposal** - A specific, comprehensive listing of the program of services to be offered. (15 points)

2. **Experience** - The individual’s or firm’s experience with agencies such as Metro COG, and their experience as related to all applicable Federal regulations which affect the funds received by Metro COG. (35 points)

3. **Qualifications/Knowledge** - A resume of the individual(s) that the firm will select to provide accounting service to Metro COG. (35 points)

4. **Cost** - The “not to exceed” quote for the scope of work by the responder, as well as the price per hour for extra services. (15 points)
Each proposal will be evaluated on the above criteria. After this review, and if deemed necessary, a select number of firms may be invited for oral interviews, during which the firms would be asked to describe the qualifications of their team, relevant experience, and approach to working with Metro COG. The interviews may be followed by discussion, consisting of questions from the selection committee members to the prospective consultants about their qualifications, experience, and proposed approach to the work. Upon completion of this process, the selection committee will make a recommendation to the Policy Board as to which firm they feel can best provide these services to Metro COG.

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

The RFP does not commit Metro COG to award a contract. Metro COG is not responsible for any expenses incurred by a respondent for preparing a response to this RFP, or any activities conducted prior to contract award. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

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

VI COMPENSATION SCHEDULE

The firm in its response must provide a breakdown of its required compensation levels on the form provided (See Attachment A). The firm should provide hours and annual cost for each category listed under VII - Contractual Scope of Services, and further defined on Attachment A. It is understood that these costs are provided on a "Not to Exceed" basis. It should also be understood that during contract negotiations and the performance of services during the contract period, that Metro COG may choose to request less service, therefore, the actual annual fee paid the accountant may be less than the “Not to Exceed” price quote.

However, it is further understood that a need or situation could arise that requires consultant services over and above the "not to exceed" basic scope of work described in the RFP. In case such an occurrence arises, the proposer should provide, as part of this RFP, an hourly rate it would charge for the provision of services over and above the basic scope of work.

VII INFORMATION AND INSTRUCTIONS TO ACCOUNTING FIRMS

To assist proposers in understanding Metro COG’s current accounting system the following information is provided:

Metro COG maintains general ledger and payroll records on Quick Books Pro. The software is run on USP Microsoft operating systems. It is anticipated the firm's work can, if desired, be accomplished on Metro COG equipment and a work space for one member of the firm's personnel will be provided periodically if needed. Work is expected to be completed during Metro COG working hours 8:00 a.m. - 5:00 p.m., Monday-Friday, unless special arrangements are made with the Executive Director. Requests for technical assistance and other accounting services must be responded to in a timely manner.
The annual Metro COG budget, which is adopted by the Policy Board, is composed of two general items: the Metro COG operational budget which is approximately $800,000 to $840,000; and Metro COG’s Contracted Planning Program (CPG) (estimated at $600,000). Monthly computerized reports of expenditures are matched against the budget showing budget balance.

Metro COG has seven full-time employees, and writes an average of 30 vendor checks per month, or approximately $100,000 per month.

Metro COG keeps its records on a modified accrual basis of accounting. The firm Brady, Martz & Associates, P.C., 401 Demers Avenue Suite 300, Box 14296, Grand Forks, ND 58208-4296 was Metro COG’s auditor for FYs 2013-2017 and continues to be through the year 2019. Interested firms may contact Brian Opsahl for questions at 701.775.4685.

A copy of Metro COG’s 2017 Audit Report, the approved 2019-2020 budget, 2017-2018 Work Program, and sample monthly general ledger reports are available for inspection at the Metro COG office.

To assist proposers in formulating their written quote, COG staff will be available to provide information, samples of work expected, and descriptions or presentations of Metro COG’s computerized general ledger program.

**VIII SERVICES TO BE COMPLETED BY METRO COG**

Metro COG will perform the following functions in support of the consultant’s scope of work as identified in Section VII of this proposal.

A. Metro COG will sign and mail all vendor checks.

B. Metro COG will maintain the receipt journal and make appropriate deposits in its bank accounts, and monitor all account balances.

C. Metro COG will determine the general ledger account codes that invoices will be charged.

D. Metro COG will code all payroll hours to correspond with work program codes.

E. Metro COG will approve and sign all pertinent state and federal financial reports and reimbursement requests.

F. Metro COG will provide data for budgets and annual work reports.

G. Metro COG will provide data for annual audit.

H. Metro COG’s third-party payroll provider will prepare and deliver to the firm quarterly payroll and tax reports (social security, workman’s compensation, federal withholding, etc.), within 10 or 15 working days of the end of the reporting period.

I. Metro COG’s third-party payroll provider will prepare annual W-2s, 1099 statements, etc., by January 31 of each year.
IX PROPOSAL CONTENT

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the consultant’s Project Manager.

2. **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.

3. **Work Plan and Project Methodology.** Proposers should provide a transmittal letter with the following critical information necessary for Metro COG to evaluate the firm's proposal:
   - Briefly state proposer's understanding of the work to be done and make a positive commitment to initiate and perform the work within the time period.
   - Give names of persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
   - Provide a brief summary of the size and structure of the firm, or the individual’s organization.
   - Give the office location of the firm.
   - Describe the proposer's staff computer capability and experience with software applicable to Metro COG’s system. Currently Metro COG’s general ledger and payroll records are maintained on a computerized software package (Quick Books). The firm can work with Metro COG's existing system, or the firm may propose a new system in its proposal, which would be comparable / compatible with Metro COG’s current general ledger, and provide acceptable products to Metro COG and its grantor agencies.
   - Identify personnel who will work on the project including back-up staff. Resumes for each person to be assigned to the project, and their respective role should be included (resumes may be included as an appendix).
   - Describe recent experience related to similar financial accounting systems and service, and a list of references (names, telephone numbers, etc.) which can be contacted for more information.
   - Present a concise, comprehensive listing of the program and cost of services to be offered by the firm (use Attachment A - the Price Quote Form).
   - State whether the firm qualifies under the federal definition as a minority, female, or Disadvantaged Business Enterprise (DBE).
   - State that in accordance with the Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, the proposer will complete all the necessary services and procedures in compliance with the applicable laws, regulations and contracts.

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

5. **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:
X SUBMITTAL INFORMATION
All proposals should be forwarded to:

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

Questions relating to any portion of this RFP can be answered by the Executive Director by calling 701.532.5103 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

All proposals must be in a sealed envelope and clearly marked in the lower left hand corner “Sealed Proposal Accounting Services.” All proposals must be received the deadline identified in Section V - Implementation Schedule, at which time they will be opened. Four (4) hard copies and one (1) digital copy in Adobe Acrobat format (.pdf) of the proposal must be presented.

XI GENERAL RFP REQUIREMENTS

1) Cost Proposal. All proposals must be clearly identified and marked with the appropriate project name and include a cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services, negotiations will be terminated and negotiations will begin with the next most qualified consultant. This process will continue until a satisfactory contract has been negotiated.

2) Consultant Annual Audit Information for Indirect Cost. Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm’s Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Incomplete information submitted by a firm 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.
3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal.

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 subcontractor’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.

**XII CONTRACTUAL INFORMATION**

1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG will not pay for any information contained in proposals obtained from participating firms.

2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.

3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by Metro COG – whichever comes first.

4) If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.

5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the Request for Proposals. Metro COG reserves
the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.

6) The firm 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) Metro COG relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.

8) Metro COG will not be liable for any cost incurred in the preparation of proposals.

9) The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

10) Metro COG will not be liable for any costs not included in the firm’s proposal.

11) Metro COG reserves the right to conduct personal interviews with any or all proposers prior to selection. Metro COG will not be liable for any costs incurred by the proposer in connection with such interviews (i.e., travel, accommodations, etc.).

12) Metro COG reserves the right to conduct pre-contract negotiations with any, or all potential proposers.

13) Metro COG reserves the right in its sole discretion to accept the proposal it considers most favorable to Metro COG’s interest, and the right to waive minor irregularities in the procedures.

14) If any qualifications are placed on the firm’s accounting work by federal or state officials, all corrective action and or additional work to resolve the qualifications will be provided by the firm at no additional cost to Metro COG.

15) Metro COG reserves the right to negotiate, throughout the contract period, specific scope of work tasks to be completed by Metro COG staff or the accounting firm.

XIII PAYMENTS

No additional fees will be paid unless the work is authorized, in writing, by the appropriate Metro COG official. It is understood that the firm will bill no more than once a month. It is also understood that the firm will issue no penalties for all bills that are paid within thirty (30) days of receipt.

XIV FEDERAL 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 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and cost eligibility/requirements of 2 CFR 200.

**XV 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 Contractor 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 Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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 Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

4) **Information and Reports.** The Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor 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 Contractor’s noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

   a) Withholding of payments to the Contractor under the contract until the Contractor complies; or
   b) Cancellation, termination, or suspension of the contract, in whole or in part.
**Incorporation of Title VI Provisions.** The Contractor shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor 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 Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.


**XVI TERMINATION PROVISIONS.**

Metro COG reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor 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 Contractor without additional harm to the participants or Metro COG.

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

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

**XVII LIMITATION ON CONSULTANT**

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

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

**XVIII CONFLICT OF INTEREST**

Metro COG reserves the right at any time to preclude offering a work assignment to a Contractor should a real, apparent or potential conflict of interests exists as determined by Metro COG. No consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall not have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During
the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

**XIX INSURANCE**
The successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.
Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) and submit concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG up identification of the most qualified Contractor. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT
Summary of Estimated Project Cost

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Hours</th>
<th>x Rate</th>
<th>= Project Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Direct Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name, Title, Function</td>
<td>0.00</td>
<td>x 0.00</td>
<td>= 0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>= 0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>= 0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal</td>
<td>0.00</td>
</tr>
<tr>
<td>2. Overhead/Indirect Cost (expressed as indirect rate x direct labor)</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>3. Subcontractor Costs</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>4. Materials and Supplies Costs</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>5. Travel Costs</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>6. Fixed Fee</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7. Miscellaneous Costs</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Cost</td>
<td>0.00</td>
<td></td>
<td>= 0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Exhibit B - Debarment of Suspension Certification

Background and Applicability

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally-required auditing services (49 CFR 29.220(b)). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required (49 CFR 29.300).

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this order. The bidder or proposer
further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor

____________________________________________
Signature of Authorized Official ______________________________
Date ___ / ___ / ___

Name & Title of Contractor’s Authorized Official

____________________________________________
Exhibit C - Certification of Restriction on Lobbying

I, _______________________________________________________________ hereby certify on behalf of______________________________________________ that:

(Name of Bidder / Company Name)

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name

____________________________________________________________________

Type or print name
Signature of authorized representative __________________________________

Date ___ / ___ / ___

______________________________________________________________
(Title of authorized official)
Exhibit D

Certification of Final Indirect Costs

Firm Name: ________________________________________________________________

Proposed Indirect Cost Rate: ________________________________________________

Date of Proposal Preparation (mm/dd/yyyy): _________________________________

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): __________________________

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization and indirect cost rates have been disclosed.

Signature: ______________________________________________________________

Name of Certifying Official (Print): __________________________________________ Title: __________________________

____________________________________________

Date of Certification (mm/dd/yyyy): ________________________________
Exhibit E

Federal Clauses
Federal Clauses
Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000)
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes**

All Contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the
provisions.

**Termination**

**Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $150,000**

a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient’s property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.
g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor’s refusal or failure to complete the work within specified time, whether or not contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor’s right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient’s judgment, delay is excusable, the time for completing the work shall be extended. The recipient’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor’s right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient’s convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor’s failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s
j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)
The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” http://https.www.sam.gov,.proxy1.semalt.design if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at http://https.www.sam.gov,.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements
When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements
Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of
compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".


d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age 
Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal 
prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: 
(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on 
the basis of disability in the administration of federally funded programs or activities, (b) The Americans with 
Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities 
and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to 
FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA 
exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 
42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals 
with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited 
basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly 
individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, 
“Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, 
“Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal 
Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: 
(U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for 
Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination 
on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, 
“Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. 
part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with 
Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, 
“Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 
47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility 
Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 
49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with 
the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as 
amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, 
Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health 
Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines 
otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people 
whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to 
DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) 
Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the 
Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) 
Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations 
may be enforced as provided in those Federal laws or Federal regulations.

**Patent and Rights in Data**
Contracts Involving Experimental, Developmental, or Research Work ($3,500 or less, except for construction
contracts over $2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government’s rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient’s status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government’s patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data.” means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of “Subject Data.” Examples of “subject data”: (1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must
provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties, 2 The Federal Government’s employees acting within the scope of their official duties, and 3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be
required to release Project data and information the Recipient submits to the Federal Government as required by:
(1) The Freedom of Information Act, 5 U.S.C. § 552,
(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform
Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and
Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise
Contracts over $3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by
Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The
national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal
for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for
this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the
performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the
award and administration of this contract. Failure by the contractor to carry out these requirements is a material
breach of this contract, which may result in the termination of this contract or such other remedy as the municipal
corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the
assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE
participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its
DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory
performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the
recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage
payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is
satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after
incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial
retainage payment related to the subcontractor’s work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this
contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE
subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE
subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of
the recipient.

Prompt payment
Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of
its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient.
The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the
subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above
Incorporation of Federal Transit Administration (FTA) Terms
All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements
The following requirements are not federal clauses.

Full and Open Competition
In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Notification of Federal Participation
To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress
No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors
Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements
To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request
Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency


Environmental Justice


Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal
Geographic Preference
All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

Organizational Conflicts of Interest
The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and Non Profit Organizations” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference
Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:
(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**
The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**
Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
Federal Certifications
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   (1) Debarred,
   (2) Suspended,
   (3) Proposed for debarment,
   (4) Declared ineligible,
   (5) Voluntarily excluded, or
   (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   (2) Violation of any Federal or State antitrust statute, or
   (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor ________________________________________________________________

Signature of Authorized Official ______________________________ Date ___/___/___

Name and Title of Contractor’s Authorized Official ______________________________
Each year Metro COG produces the Metropolitan Profile (Metro Profile), which serves as a fact book summarizing major trends and data within the MPA for that year. The Metro Profile is separated into five chapters, each of which focuses on trends affecting the development patterns and multi-modal transportation network of the Fargo-Moorhead Metropolitan Area. Additionally, the Profile serves as a tool to evaluate the accuracy of projections and assumptions set forth in various elements of the LRTP, TIP, and other plans and programs.

Per direction from the TTC in March 2018, Metro COG staff revised the overall look and style of the Metro Profile in an effort to make the document more user-friendly to stakeholders, board members, and the public. The goal was to streamline the document, add more info graphics, and focus the text content to key information related to the performance measures in the LRTP.

There was a major overhaul to the layout in this 2018 Metro Profile. Metro COG staff expect that future Metro Profiles will be further refined to contain key content and graphics that are useful to track yearly progress towards the goals of the 2045 LRTP: Metro GROW.

In the 2018 Metro Profile, information and data from the 2017 calendar year has been compiled and analyzed.

Upon favorable recommendation by the Policy Board, both electronic and hard copies of the 2018 Metro Profile will be distributed to member jurisdictions and other interested parties in the Fargo-Moorhead area and will be posted on Metro COG’s website.

**Requested Action:**
Recommend approval and adoption of the draft 2018 Metropolitan Profile.
To: Metro COG Policy Board  
From: Dan Farnsworth  
Date: October 12, 2018  
Re: Section 5339 Transit Grant Application

The NDDOT received an increase in transit Section 5339 apportionment funds for 2018. With the amount of funds exceeding the qualifying applications from the last solicitation, NDDOT has opened up another round of Section 5339 transit grant solicitations. According to NDDOT, $2.5 million in funds remains.

NDDOT recently solicited applications for the Section 5339 transit grant. Applicants within Metro COG’s planning area were required to submit applications to Metro COG prior to October TTC.

Metro COG received one application, which was submitted by the City of Fargo/MATBUS. The application is for renovations to the Ground Transportation Center (GTC) located in downtown Fargo. These requested renovations include upgrades to: HVAC system, bathrooms, flooring, exterior canopy, exterior pedestrian walkways, lighting, seating, and several other areas. These upgrades will update the aging facility and improve safety in and around the center.

The upgrades would total $2,000,000. The City of Fargo/MATBUS is applying for the full amount with $1,600,000 (80%) being funded by the Section 5339 grant and the remaining $400,000 (20%) being funded by local funds.

Requested Action:  
Metro COG is seeking Policy Board approval of the City of Fargo/MATBUS’s Section 5339 Transit application for $2,000,000 in upgrades to the Ground Transportation Center (GTC).
To: Policy Board  
From: Cindy Gray, Executive Director  
Date: October 12, 2018  
Re: Grade Change, Executive Secretary

Executive Secretary Savanna Leach has exceeded expectations and taken on roles that are beyond her original job description over the past year. Since I started as Executive Director, she has carried on with those roles and responsibilities and is very instrumental in the smooth operation of the organization.

Having observed this in early 2018, Michael Maddox budgeted for a grade change for Savanna in the 2018 UPWP Amendment, beginning October, 2018 (starting with the pay period after her anniversary date), and extending into 2019 and 2020. The change would take her salary from Grade 6 to Grade 9. I fully agree with and support this change. It has already been approved as part of UPWP Amendment #6 and the 2019-2020 budget. At its meeting of October 3, 2018, the Executive Committee was informed of this salary update and was fully supportive. We are reviewing examples of job descriptions from the City of Fargo for administrative assistant type positions, and will include a revised title and job description in the 2019 UPWP.

Requested Action: To acknowledge the salary grade change of Savanna Leach from Grade 6 to Grade 9.
To: Policy Board  
From: Michael Maddox, AICP  
Date: October 11, 2018  
Re: 76th Ave South Corridor Study

In September, Metro COG released a RFP to secure consultant services for the completion of a corridor study along 76th Avenue South from the Sheyenne Diversion to the Red River of the North. Metro COG received three proposals, and interviewed all three consulting firms on October 2, 2018. The selection committee consisted of representatives from Metro COG, City of Fargo, City of Horace, and Cass County.

After the interviews were completed, the selection committee selected Stantec as the firm it preferred to complete the study. Metro COG conducted contract negotiations on October 4, 2018. The consultant will provide the scope of work, which includes items the selection committee discussed prior to the TTC meeting. This draft scope will be presented to the TTC as a lay down at the meeting.

The total budget for the project is $175,000. The local match will be split amongst the participating jurisdictions.

Requested Action: Approval of the selection of Stantec and the subsequent contract with Stantec (inclusive of the scope of work) to complete the 76th Avenue South Corridor Study by the Policy Board.
To: Metro COG Policy Board  
From: Dan Farnsworth  
Date: October 12, 2018  
Re: Fargo Safe Routes to School Plan Consultant Selection

In August, the Metro COG Policy Board approved the request for proposals (RFP) for the Fargo Safe Routes to School Plan being led by Metro COG. The Plan has a budgeted amount of $200,000 ($160,000 from Federal CPG funds and $40,000 from local City of Fargo funds).

On October 9th, the consultant selection committee for the Fargo Safe Routes to School Plan interviewed the three consulting teams who proposed on the Fargo Safe Routes to School Plan. These teams included Stantec (partnership with NDSU Landscape Architecture department), SRF (Toole as a sub consultant), and Alta (KLJ as a sub consultant).

Upon interviews with the three firms, Alta/KLJ was the highest ranked firm. The provided cost proposal came in at $199,867.56.

Prior to contract negotiations, Metro COG will be working with Alta/KLJ on a required item, which was not provided in the proposal - Task 4 – Field Investigation.

Requested Action:  
Metro COG is seeking Policy Board approval of Metro COG entering into contract negotiations with Alta/KLJ for the Fargo Safe Routes to School Plan, provided the above information is provided to Metro COG.
To:       Metro COG Policy Board  
From:     Dan Farnsworth  
Date:     October 12, 2018  
Re:       Overview of Grant Solicitations

This time of year several state-managed grants are open with deadlines around the end of the year. These grants are geared mostly toward cities and counties and range from funding for bicycle/pedestrian projects to rail improvements.

Attached you will find two tables describing the various grants. The first table shows the grants currently available for jurisdictions within North Dakota while the second table shows grants currently available to jurisdictions within Minnesota.

We encourage jurisdictions to consider these grants if they find that they would be applicable and have qualified projects for these opportunities.

Requested Action: None
## Upcoming Grant Opportunities

### North Dakota

<table>
<thead>
<tr>
<th>Grant name</th>
<th>Description</th>
<th>Who can apply:</th>
<th>Deadline</th>
<th>Submit to:</th>
<th>Application location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Alternatives / Safe Routes to School</td>
<td>Transportation Alternatives provides funding for programs and projects such as bicycle &amp; pedestrian facilities, safe routes to school projects, safe routes for non-drivers, community improvement activities, and environmental mitigation projects.</td>
<td>Cities, counties, transit agencies, schools, park districts</td>
<td>December 4, 2018</td>
<td>Metro COG</td>
<td><a href="https://www.dot.nd.gov/divisions/localgov/TA.htm">https://www.dot.nd.gov/divisions/localgov/TA.htm</a></td>
</tr>
<tr>
<td>Highway Safety Improvement Program (HSIP)</td>
<td>HSIP is a Federally-funded, State - administered program with the purpose to achieve a significant reduction in fatalities and serious injuries on public roads.</td>
<td>Cities, counties</td>
<td>December 31, 2018</td>
<td>NDDOT</td>
<td><a href="http://www.dot.nd.gov/forms/sfn59959.pdf">http://www.dot.nd.gov/forms/sfn59959.pdf</a></td>
</tr>
<tr>
<td>Urban Grant Program</td>
<td>Program focused on transportation improvements to core business districts within urban areas and promotes multimodal forms of transportation.</td>
<td>Cities with population over 5,000</td>
<td>December 4, 2018</td>
<td>Metro COG</td>
<td><a href="http://www.dot.nd.gov/divisions/localgov/ugp.htm">http://www.dot.nd.gov/divisions/localgov/ugp.htm</a></td>
</tr>
<tr>
<td>NDSTREET Program</td>
<td>The NDSTREET Program provides an opportunity for cities with less than 5,000 population, that have a state highway within their corporate boundaries, to improve that roadway. Improvements are intended to improve or add multimodal transportation facilities through that community</td>
<td>Cities with population under 5,000</td>
<td>December 31, 2018</td>
<td>NDDOT</td>
<td><a href="https://www.dot.nd.gov/divisions/localgov/ndstreet.htm">https://www.dot.nd.gov/divisions/localgov/ndstreet.htm</a></td>
</tr>
</tbody>
</table>
| Urban Highway / Rail Crossing Safety Project     | NDDOT is requesting assistance from local jurisdictions in identifying locations where highway/rail traffic safety can be improved. Applicable projects could include: active warning devices, crossing signs, and crossing surface improvements. | Cities, counties? | December 31, 2018 | NDDOT | Email to: jstyron@nd.gov  
Mail to: Jim Styron, Rail/Highway Crossing Safety Manager  
Planning/Asset Management Division  
North Dakota Dept of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700 |
### Upcoming Grant Opportunities

<table>
<thead>
<tr>
<th>Grant name</th>
<th>Description</th>
<th>Who can apply</th>
<th>Deadline</th>
<th>Submit to</th>
<th>Application location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Alternatives / Safe Routes to School</td>
<td>Transportation Alternatives provides funding for programs and projects such as bicycle &amp; pedestrian facilities, safe routes to school projects, safe routes for non-drivers, community improvement activities, and environmental mitigation projects.</td>
<td>Cities, counties, transit agencies, schools, park districts</td>
<td>Letters of intent: October 31, 2018</td>
<td>Letters of intent: Online (MnDOT)</td>
<td><a href="http://www.dot.state.mn.us/ta/">http://www.dot.state.mn.us/ta/</a></td>
</tr>
<tr>
<td>Minnesota Rail Service Improvement Program</td>
<td>This grant funds improvements to freight rail service that supports economic development. Example projects include: railroad tracks, roadbeds, turnouts, bridges, buildings, and fixed loading/unloading equipment.</td>
<td>Railroad companies, rail users, cities, and counties</td>
<td>November 16, 2018</td>
<td><a href="mailto:FreightPlans.DOT@state.mn.us">FreightPlans.DOT@state.mn.us</a></td>
<td><a href="http://www.dot.state.mn.us/ofrw/railroad/mrsi.html">http://www.dot.state.mn.us/ofrw/railroad/mrsi.html</a></td>
</tr>
</tbody>
</table>
To: Policy Board  
From: Cindy Gray, Executive Director  
Date: October 12, 2018  
Re: November and December Policy Board Meeting Dates  

Due to a scheduling conflict with FM Diversion Authority Board meetings, the Metro COG Policy Board meetings will still be held on November 15th and December 20th, but the times have been rescheduled to 12:00 pm, instead of 4:00pm.

Requested Action: None