

The 591st Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments

THURSDAY, July 15, 2021 – 4:00 p.m.
Fargo, North Dakota

OVERALL AGENDA

1. Call to Order and Introductions
 - a. Introductions Information Item
 - b. Approve Order and Contents of the Overall Agenda Action Item
 - c. Approve Minutes of the June 17, 2021 Board Meeting Action Item
 - d. Approve July 2021 Bills Action Item
2. Consent Agenda **Action Item**
 - a. June End of Month Report
 - b. Second Quarter Report
3. Regular Agenda
 - a. Public Comment Opportunity Public Input
 - b. Red River Greenway Study Request for Proposals **Action Item**
 - c. Draft 2022-2025 Transportation Improvement Program (TIP) **Action Item**
 - d. 2021-2022 UPWP Amendment #2 **Action Item**
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, August 19, 2021 at 4:00 p.m.

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

For Public Participation, please REGISTER with the following link:
https://us02web.zoom.us/webinar/register/WN_30C4VogcSaqtYxfbaSvlg

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 Assistant, 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.

Agenda Item 1c, Attachment 1

**590th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, June 17, 2021 – 4:00 pm
Zoom Web Conference**

Members Present:

Amanda	George	West Fargo City Commission
Matthew	Gilbertson	Moorhead City Council
John	Gunkelman	Fargo Planning Commission
Chuck	Hendrickson	Moorhead City Council
Jim	Kapitan	Cass County Commission
Steve	Lindaas	Moorhead City Council
Julie	Nash	Dilworth City Council
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Arlette	Preston	Fargo City Commission
Jeff	Trudeau	Horace City Council

Members Absent:

Tony	Gehrig	Fargo City Commission
Jenny	Mongeau	Clay County Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission
Maranda	Tasa	Fargo Planning Commission

Others Present:

Luke	Champa	Metro COG
Ari	Del Rosario	Metro COG
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Jeremy	Smerage	Horrock Engineers
Bob	Walton	NDDOT – Fargo District

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

The meeting was called to order at 4:08 pm, on June 17, 2021 by Chair Nash, noting a quorum was present. Introductions were made.

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

Chair Nash asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the June 17, 2021 Policy Board Meeting.

Mr. Lindaas moved, seconded by Ms. Preston

MOTION, passed

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Chair Nash asked for approval of the Minutes of the May 20, 2021 Meeting.

MOTION: Approve the May 20, 2021 Policy Board Meeting Minutes.

Mr. Olson moved, seconded by Mr. Hendrickson

MOTION, passed

Motion carried unanimously.

1d. Monthly Bills, approved

Chair Nash asked for approval of the June 2021 Bills as listed on Attachment 1d.

MOTION: Approve the June 2021 Bills List.

Mr. Hendrickson moved, seconded by Mr. Lindaas

MOTION, passed

Motion carried unanimously.

2. CONSENT AGENDA

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

a. May Month End Report

b. Executive Director Annual Review

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

Ms. Preston moved, seconded by Mr. Olson

MOTION, passed

Motion carried unanimously.

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

3b. Outreach to Non-Member Jurisdictions in MPA Update

Ms. Gray said that in an effort to maintain Metro COG involvement in the community, she has been contacting the associate and non-associate jurisdictions in regards to Metro COG membership. Ms. Gray has made contact and either met with or made presentations at Mapleton, Casselton, Harwood, Argusville, and Glyndon. Other jurisdictions such as Kindred, Barnesville and Sabin, have been contacted, and are talking with Council members to determine if they would like Cindy to make a presentation. Metro COG is already working with the City of Hawley. As a result of these communications, the City of Mapleton has expressed interest in having Metro COG complete a comprehensive plan for the City.

3c. UPWP Project Status

Ms. Gray presented an update on the projects Metro COG is currently working on. A number of these projects are through NDSU's ATAC (Advanced Traffic Analysis Center).

3d. MPO Mid-Year Review Summary

The MPO Mid-Year review happened on June 11, 2021 with State and Federal partners. Metro COG has been randomly selected to undergo a Title VI audit, the last occurring in 2019. NDDOT would like Metro COG to be further into the 2020 Consolidated Planning Grant (CPG) funds, prompting Ms. Gray to reach out to member jurisdictions in regards to starting projects slated for 2022 early (in 2021), or adding additional projects that have not been programmed yet. The review also discussed the transition to TMA and the NDDOT review of Metro COG's Federal Functional Class updates.

Ms. Gray explained the process in adding projects to the UPWP, warranting an official amendment. Mr. Olson expressed support for taking steps to retain the metro area's current share of CPG funds.

4. Additional Business

No additional info.

5. Adjourn

The 590th Meeting of the FM Metro COG Policy Board held Thursday, June 17, 2021 was adjourned at 4:43 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD July 15, 2021, 4:00 P.M.

Respectfully Submitted,

Savanna Leach
Executive Assistant

To: Policy Board
From: Luke Champa, Assistant Transportation Planner
Date: July 8, 2021
Re: **Red River Greenway Study Request For Proposals (RFP)**

Through collaborative planning efforts and infrastructure projects, the Red River corridor has become a major asset to the FM Area, providing bicycle and pedestrian trails and greenway facilities including parks, open spaces, recreational facilities, natural habitat, and cultural areas, all within publicly owned spaces that cannot be developed due to the floodplain and floodway. Collectively, these uses, and facilities make up the Red River Greenway system.

The Red River Greenway Study will be an update from the original study, which was conducted in 2008. The City of Moorhead also completed a Red River Greenway study in 2014. The scope of this study will focus on the Fargo side of the Red River and public drains that connect to the river within the City of Fargo.

The Study will focus on enhancing (or repairing) the greenway as it currently exists, filling greenway facility gaps within the existing network, extending the greenway to the north and south along the Red River in Fargo or its near-term growth area, and connecting to and incorporating public drainage channels (Drains 27 and 53) and associated existing or planned facilities along those channels. Connections to the north and south termini of the FM Diversion Project and to Moorhead and Clay County adjacent to the incorporated areas of Fargo will also be studied.

Attachment 1 is the draft RFP for the Red River Greenway Study. The total project budget is \$155,000 with \$124,000 (80%) coming from Federal CPG funds and \$31,000 (20%) coming from local funds.

Requested Action:
Approve the Red River Greenway Study RFP.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2021-217

Red River Greenway Study

July, 2021

APPROVED:

**Cindy Gray
Metro COG, Executive Director**

REQUEST FOR PROPOSALS (RFP)

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

Red River Greenway Study

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be asked to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$155,000**.

Interested firms can request a full copy of the RFP by telephoning (701) 532-5100, or by e-mail: metrocof@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Wednesday August 11, 2021** will be given equal consideration. Proposals received after 4:30 pm (Central Time) on Wednesday August 11, 2021 will not be considered. Respondents must submit a PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed twenty (20) double sided pages for a total of forty (40) pages; including any supporting material, charts, or tables.

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

Luke Champa
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
champa@fmmetrocog.org
(701) 532-5107

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

Questions must be directed to Luke Champa (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Metro COG Office Manager, at (701) 532-5100 or leach@fmmetrocog.org.

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Exhibit A – Cost Proposal Form

Exhibit B – Federal Clauses

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

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota Metropolitan Area. 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 needs of a regional nature. Metro COG represents eleven cities and two counties that comprise the Metro COG region in these efforts.

II BACKGROUND INFORMATION

The Fargo-Moorhead Metropolitan Area (FM Area) has a long, sometimes arduous, and complicated historic relationship with the Red River. The community has persevered through countless flood events and other flood related issues, which are natural occurrences in the Red River Valley. Through collaborative planning efforts and infrastructure projects, the Red River corridor has become a major asset to the FM Area, providing bicycle and pedestrian trails and greenway facilities including parks, open spaces, recreational facilities, natural habitat, and cultural areas, all within publicly owned spaces that cannot be developed due to the floodplain and floodway. Collectively, these uses, and facilities make up the Red River Greenway system. The City of Moorhead completed a Red River Greenway study in 2014. The scope of this study will focus on the Fargo side of the Red River and public drains that connect to the river within the City of Fargo.

The Study will focus on enhancing (or repairing) the greenway as it currently exists, filling greenway facility gaps within the existing network, extending the greenway to the north and south along the Red River in Fargo or its near-term growth area, and connecting to and incorporating public drainage channels (Drains 27 and 53) and associated existing or planned facilities along those channels. Connections to the north and south termini of the FM Diversion Project and to Moorhead and Clay County adjacent to the incorporated areas of Fargo will also be studied. Greenway facilities may include but shall not be limited to:

- Shared use paths and trails including access to, from, and between said facilities
- Parks
- Open spaces

- Natural habitats
- Cultural areas

Bicycle and pedestrian facilities are consistently a top transportation priority for FM Area residents. Metro COG and its partnering agencies see the Red River Greenway as one of the most important features to provide biking, walking, and other modal options within the Fargo-Moorhead Area.

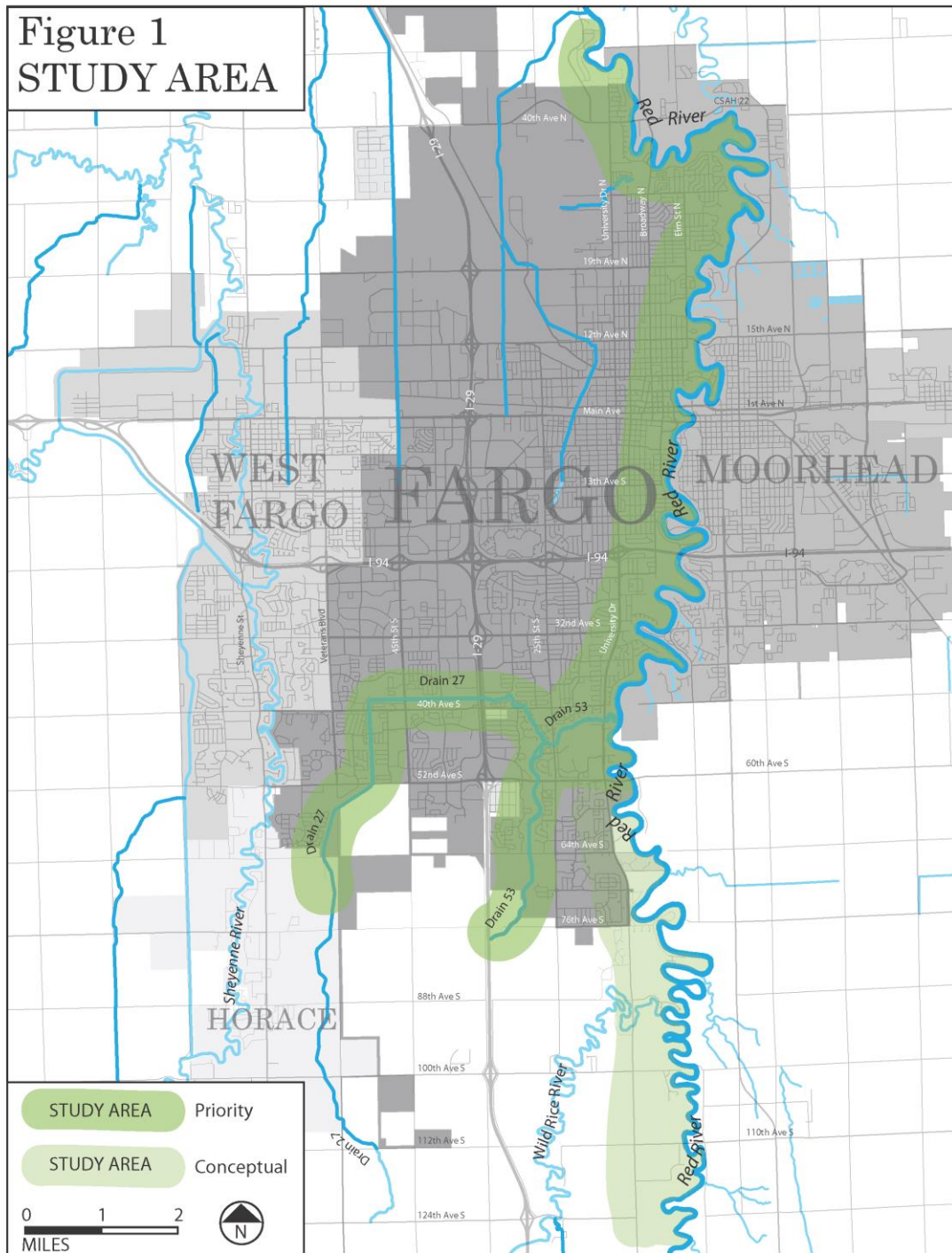
III PROJECT OBJECTIVE

The original Red River Greenway Study, conducted by Metro COG in 2008, established a study area from 100th Ave N to 124th Ave S along both Minnesota and North Dakota sides of the Red River. This study however, will expand upon the previous plan and a more recent Moorhead River Corridor Master Plan (2014), to establish an updated and more focused study area on the North Dakota side of the Red River from Riverwood Park on the north, to 124th Avenue S on the south, and also include Southeast Cass Water Resource District facilities such as Drain 27 and Drain 53. The priority study area will extend from Riverwood Park on the north to 52nd Avenue S on the south and will include Drain 27 and Drain 53 facilities within Fargo. From 52nd Avenue S to 124th Ave S, a more conceptual planning level should be applied (see study area map below). Connectivity between the Red River Greenway and Drains 27 and 53 has never been fully explored in detail, other than to show bicycle trails along the drains within the 2016 Bicycle and Pedestrian Plan and past Fargo land use plans. Over the last 30 years, a tremendous amount of development has occurred along both drains, and the City of Fargo has incorporated the necessary ROW or easements as part of the subdivision process for trails, and has worked with Southeast Cass Water Resource District to construct them. This study will examine connectivity issues along the drains and to the Red River, and will look for ways to overcome those barriers.

This Red River Greenway Study will take a comprehensive look at the greenway's bicycle & pedestrian networks, parks, open spaces, natural areas, cultural areas, and analyze access to and from said greenway system and said features. The study shall seek input from the public and local jurisdictions, and provide recommendations and guidance to meet the needs of the community and improve the greenway system for all users. This Study seeks to improve upon past planning efforts in order to make a safe, connected, equitable, accessible, and welcoming greenway experience for all types of users.

As noted above, the last consultant-lead Red River Greenway Study was completed in 2008 and looked at both North Dakota and Minnesota sides of the Red River. The Moorhead River Corridor Master Plan in 2014 expanded upon the 2008 plan however, looked only at the Minnesota side of the river. Metro COG is seeking a qualified Consultant to develop a more detailed update to the 2008 study with a primary focus on the North Dakota side of the Red River and strong consideration of Moorhead's 2014 plan. The goal is for the updated Study to be more in-depth than the 2008 study. Study requirements will include public engagement, a robust implementation and prioritization

section, planning level cost estimates and conceptual layouts for priority future projects, and new ideas to make the Red River Greenway more accessible and safer for not only pedestrians and bicycle users but other recreational users with consideration of the seasonal nature of activity in the FM Area. The study area for the updated Plan is shown in **Figure 1** below.



Metro COG is seeking a Consultant who can provide original yet feasible solutions to the Red River Greenway Study.

For reference, the 2008 Red River Greenway Study and 2014 Moorhead River Corridor Master Plan can be found on Metro COG's website at the following links:

Red River Greenway Study – http://fmmetrocog.org/download_file/1561/0

Moorhead River Corridor Master Plan – http://fmmetrocog.org/download_file/1560/0

IV SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is the scope of work that will guide development of the Red River Greenway Study. Metro COG has included the following scope of work to provide interested Consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive. The Consultant may include in the proposal any additional performance tasks or modification of the tasks listed below that will integrate approaches, with special emphasis on the use of innovative techniques, to successfully complete the project.

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

Task 1 – Project Management and Coordination

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

The Consultant should expect monthly progress meetings with Metro COG, a summary of the meetings shall be prepared by the Consultant. The Consultant should expect other meetings with Metro COG on an as-needed basis. These meetings with Metro COG can occur via phone or video-conference.

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

- Work performed by task during the reporting period (should match timeframe of invoice)
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

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

Task 2 – Data Collection and Existing Conditions

The Consultant shall gather and analyze relevant existing conditions. Metro COG and its local jurisdictions will aid in these efforts by providing relevant datasets where they exist. Any other non-existing datasets necessary to accomplish the goals of the analysis will need to be developed by the Consultant. Existing conditions data should include the following (but not limited to):

- Red River watershed inventory for applicable portions of Fargo – Metro COG will coordinate with the Consultant and local agencies to obtain watershed and hydrology shapefiles including natural hydrologic features and human-made infrastructure (e.g. drains, retention areas, etc.)
- Public lands inventory – Metro COG will coordinate with the Consultant and local agencies to obtain a shapefile of all publicly owned spaces, uses, and facilities in proximity to the study area
- Natural and cultural resources – Metro COG will coordinate with the Consultant and local agencies to obtain a shapefile of important natural and cultural features in proximity to the study area
- Elevation data – Metro COG will coordinate with the Consultant and local agencies to obtain basic elevation data and other flood-related data as applicable to the greenway system
- Bicycle network – Metro COG will provide shapefiles which show the existing bicycle network which include: shared use paths and on-street facilities
- Sidewalk network – Metro COG will provide shapefiles which show the most up-to-date sidewalk network.
- Bike share network (Great Rides) – Metro COG will provide shapefiles which show the most up-to-date bike share network.
- Bicycle & pedestrian count data – Metro COG carries out bicycle and pedestrian traffic counts on various facilities around the metro area on a regular basis. This data can be provided to the Consultant as part of the existing conditions and analysis.
- Local ordinances – Research and document applicable local ordinances in the study, as they relate to greenway system variables such as parks and

open space land dedication, stormwater infrastructure, trail construction and connectivity, etc.

Task 3 – Community Engagement

Community engagement will be in accordance with Metro COG's Public Participation Plan. Metro COG will also ensure engagement processes are pursuant to the Title VI and Limited English Proficiency (LEP) plans, which the Consultant should also be familiar with. Community engagement will involve the following:

1) Study Review Committee

Development of the Red River Greenway Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the Study. The SRC will consist of members of local public agencies (Metro COG, City of Fargo, Fargo Park District, and SE Cass Water Resource District) and non-profit organizations (River Keepers) and will meet on a regular basis throughout the planning process. Meetings may be held virtually, in-person, or as a hybrid, depending on local and state public health policies and guidance as the COVID-19 Pandemic evolves.

The Consultant should propose the quantity, timing, and content of the SRC meetings. The Consultant will be responsible for coordinating, scheduling, and developing agendas for meetings. This will be done in coordination with Metro COG's project manager. SRC meetings may be scheduled in conjunction with community engagement events or other project milestones to make efficient use of any travel expenditures. The Consultant will be expected to distribute materials to the SRC in a timely manner, no less than three business days prior to the meetings. The Consultant is also responsible for the recording of meeting minutes, which should be submitted to Metro COG's project manager after each meeting and will serve as documentation of the SRC's guidance and decisions.

2) Public Involvement

Public involvement opportunities will be held to obtain input from the community. It is important that public input be gathered from all facets of the Fargo-Moorhead Metropolitan community including but not limited to: individuals of all races, colors, geographical areas, ages, sexes, genders, national origins, disabilities/handicaps, and income levels. In addition, this plan should not only be shaped by bicycle or pedestrian advocates but by the community as a whole. Extra effort may be necessary to gather input from populations whom are not

typically represented in bicycle & pedestrian planning efforts.

The Consultant should propose engagement methods they think would be most successful. The Consultant will facilitate all public engagement activities, and should propose the number, type, and strategy for each public involvement effort.

At a minimum, public involvement should include:

- a) Website, Social Media, and Survey (online or other method) – Metro COG will host a project website for the Study. Metro COG will also work with the Consultant in obtaining materials to display on the project website which will be updated frequently throughout the Study's progression.
- b) Public Input Meetings – Whether virtual, in-person, or a hybrid of the two, the Consultant should propose an approach to public input meetings during the course of the Plan. Public input methods utilized by Metro COG in the past include but are not limited to: open houses (virtual or in-person), pop-up meetings at community events, key stakeholder meetings, presentations or informational videos, and field visits.

The Consultant will be responsible for providing advertising materials including PDF flyers, social media posts, media release write-up, and an advertisement for the public notice to be published in the newspaper. All public notice costs will be the responsibility of the Consultant and should be accounted for as part of the project budget.

The Consultant will provide a summary of all public input meetings and if meetings are held in-person, is responsible for providing necessary materials at the meetings, including but not limited to, sign-in sheets, comment forms, handouts, roll drawings, meeting display boards, and meeting presentations. All public comments received shall be recorded, summarized in the final report, or considered for display in the final report's appendix. Metro COG will provide a contact person for which the public to provide input. The contact person or Metro COG project manager shall be made available by phone, mail, and e-mail.

Task 4 – Statement of Purpose and Intent

The Consultant shall develop a purpose and intent statement that summarizes key aspects of the project background and reflects a shared understanding of the core

values and vision for future of the Red River Greenway system. This should be done in conjunction with Task 5 (below).

Task 5 – Vision, Goals, and Objectives

The Consultant will develop a vision statement that reflects the core values of the Red River Greenway Study based upon input from the SRC, members of the public, and key stakeholders. In addition, the consultant will assist in the prioritization of goals and objectives that move the aforementioned vision forward and ultimately identify an implementation framework.

Recommendations from adopted plans should be researched and considered when developing the vision, goals, and objectives. These plans should include but not be limited to:

- Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan (in progress)
- Fargo-Moorhead Metro Bikeways Gap Analysis (2019)
- Fargo-Moorhead Diversion Recreation Plan (2020)
- Moorhead River Corridor Master Plan (2014)
- Red River Greenway Study (2008)
- Minnesota Statewide Pedestrian System Plan (2021)
- ND Moves – Statewide Active and Public Transportation Plan (2019)
- Minnesota Statewide Bicycle System Plan (2016)
- District 4 Bicycle Plan (2019)

Task 6 – Identification of Opportunities and Constraints

Through a review of existing technical documentation including adopted or in progress planning efforts and input from SRC members with technical knowledge of the Red River Greenway system, the Consultant will identify areas or gaps where trail, recreational, or other Greenway features are most feasible/challenging and assess the available options for incorporating these features. As part of this analysis, the Consultant may divide the Greenway system into different segments based upon the characteristics, surrounding landscape, adjacent land uses, and/or other distinguishing features.

Task 7 – Greenway Trail Assessment and Existing/Future Networks

Based upon the analysis in Task 6, the Consultant shall examine different types of recreational trail facilities that could be located within the Greenway system and identify potential locations for system expansion. This should include an inventory of existing and/or future identified trail connections within the study area and surrounding region and how said connections may tie in with any proposed trails within or connecting to the Red River Greenway system.

Task 8 – Greenway Trail Criteria and Guidelines

The Consultant will summarize trail criteria and guidelines to ensure that trail networks are constructed in a standard that is safe, comfortable, and attractive for users. The criteria and guidelines should also consider public trail/path owners and operators to ensure efficient long-term operation and maintenance of facilities within the greenway system. The Consultant should also provide guidelines so that trail/path, recreation, or other features do not impact the function of any engineered elements (e.g. drains, swales, retention areas, etc.) identified within the greenway system.

Task 9 – Development of Alternatives

The Consultant will develop alternatives for trail, recreational, and or other features to be considered part of the Red River Greenway Study. Recommendations should be formulated based on a thorough analysis of different users, opportunities and constraints, and input from the SRC, members of the public, and key stakeholders. All alternatives should be reviewed and prioritized. Based upon public input and final technical analysis, the Consultant will develop a slate of locally supported alternatives for trails, recreational, and other features including an overview of what criteria was considered to arrive at said recommendations. The recommendations should be comprehensive and implementable.

As part of this task, the consultant should develop a methodology or set of symbols to score different alternatives as a way to provide a simple representation of how alternatives compare.

Task 10 – Implementation

Per the recommendations outlined in Task 9, an implementation plan shall be developed by the Consultant as a blueprint to meet the needs and achieve the vision, goals, and objectives of the Study. The implementation plan should include prioritization of policies and projects including proposed timeframes and strategies. In addition, the Consultant should expect to provide planning level cost estimates, a toolbox for property acquisition (if applicable), and conceptual layouts for, at a minimum, the highest priority projects. The intent of this task is that the City of Fargo and/or the Fargo Park District will have the ability to use these products to complete funding applications and/or budget for implementation with a high level of confidence in the products of this planning study.

Task 11 - Draft Report

Upon completion of the previous tasks, the Consultant shall provide a draft report for review by the SRC and the public. The report shall include the resulting efforts of Tasks 2 through 10. The draft report should be easy to understand by the public while providing useful information for local decision-makers. Tables, photos, maps, and graphics are highly encouraged to make the report informative and user-friendly.

Task 12 - Final Report

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report. The final report shall be provided to Metro COG in PDF format. An original editing file such as InDesign, Word, or other program file used to layout and produce the final report, shall be provided to Metro COG. The report shall include an appendix containing all meeting summaries, public engagement details, and other highly technical analyses

Task 13 – Data Deliverables

Data collected and GIS files developed as part of this Study shall be provided to Metro COG upon project completion. Of key importance to Metro COG and Metro COG's local jurisdictions would be GIS file(s) showing recommended greenway improvements.

Task 14 – Executive Summary

Upon completion of the Study, the Consultant will develop an executive summary which relays all pertinent information in a user-friendly format. The summary should be concise and graphic-heavy, highlighting all major recommendations of the Study, including brief summaries relating to issues identification, community engagement, plan development, vision and goals, and implementation strategies. The executive summary may also be used as a tool by the City of Fargo and Fargo Park District staff to provide simple, clear, and site-specific information related to development applications adjacent to the greenway system. An online/GIS compilation of key information or map elements may be highly desirable.

Task 15 – Adoption Process

As part of the study's adoption process, presentations will be made to local boards and committees as applicable. The Consultant should budget for five (Park Board, Fargo Planning Commission, Fargo City Commission, TTC, Policy Board) presentations of the final study for adoption.

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 7/16/2021
Due Date for Proposal Submittals (by 4:30pm)	8/11/2021
Review Proposals/Identify Finalists	8/12/2021 – 8/20/2021
Interview Finalists	between 8/23/2021 – 8/27/2021
Metro COG Board Approval/Consultant Notice	9/16/2021
Contract Negotiations	9/17/2021 – 9/24/2021
Signed Contract	Immediately after contract negotiations
Notice to Proceed	One day following a signed contract

2) Project Development (Major Milestones)

Project Kick-off	October, 2021
Plan Development	October, 2021 - July, 2022
Final Draft of Study	August, 2022
Final Completion of Study	September, 2022
Presentations to committees and boards	October, 2022 – November, 2022
All invoices for project to be received by Metro COG	December, 2022

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of Metro COG, City of Fargo, Fargo Park District, and SE Cass Water Resource District technical staff.

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

- 25% - Understanding of study objectives and local/regional issues
- 25% - Proposed approach, work plan, and management techniques
- 25% - Experience with similar projects
- 25% - Expertise of the technical and professional staff assigned to the project

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtually-hosted presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected on **September 16th, 2021** based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

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

VII PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and

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

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

- 1) Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
 - e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
 - f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
 - g) List of client references for similar projects described within the RFP.
 - h) Documented approach for considering Disadvantaged Business Enterprise (DBE) as part of the project.
 - i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) Signature.** Proposals shall be signed by an authorized member of the firm/project

team.

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

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

Exhibit B – Federal Clauses

VIII Submittal Information

Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below. Cost proposals should be shipped to ensure timely delivery to the contact as defined below:

Luke Champa
Assistant Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
champa@fmmetrocog.org

Proposals shall be received by **4:30 pm (Central Time) on Wednesday August 11, 2021**. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit one (1) Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed twenty (20) double sided pages for a total of forty (40) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be

provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**

- 3) **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.
- 4) **Disadvantaged Business Enterprise (DBE).** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall document their efforts in considering DBE businesses in this project. If the Consultant is a DBE, a statement indicating that the business is certified DBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown within the proposal.
- 5) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 6) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

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

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

XI PAYMENTS

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

XII FEDERAL AND STATE FUNDS

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

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

XIII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor")

requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.

- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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

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

XIV TERMINATION PROVISIONS

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

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

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

XV LIMITATION ON CONSULTANT

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

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client in preparing the proposal or reports. No

compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI CONFLICT OF INTEREST

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

XVII INSURANCE

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

XVIII RISK MANAGEMENT

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

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general

liability and automobile liability policies.

4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

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

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

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

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

Exhibit B

Federal Clauses

Federal Clauses

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

41 CFR 60-1.4(a)

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

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

2 CFR Part 200 Appendix II (C)

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

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

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

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

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

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

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

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

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

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

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

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

To: Policy Board
From: Luke Champa, Assistant Transportation Planner
Date: July 8, 2020
Re: **Draft Metro COG 2022-2025 Transportation Improvement Program (TIP)**

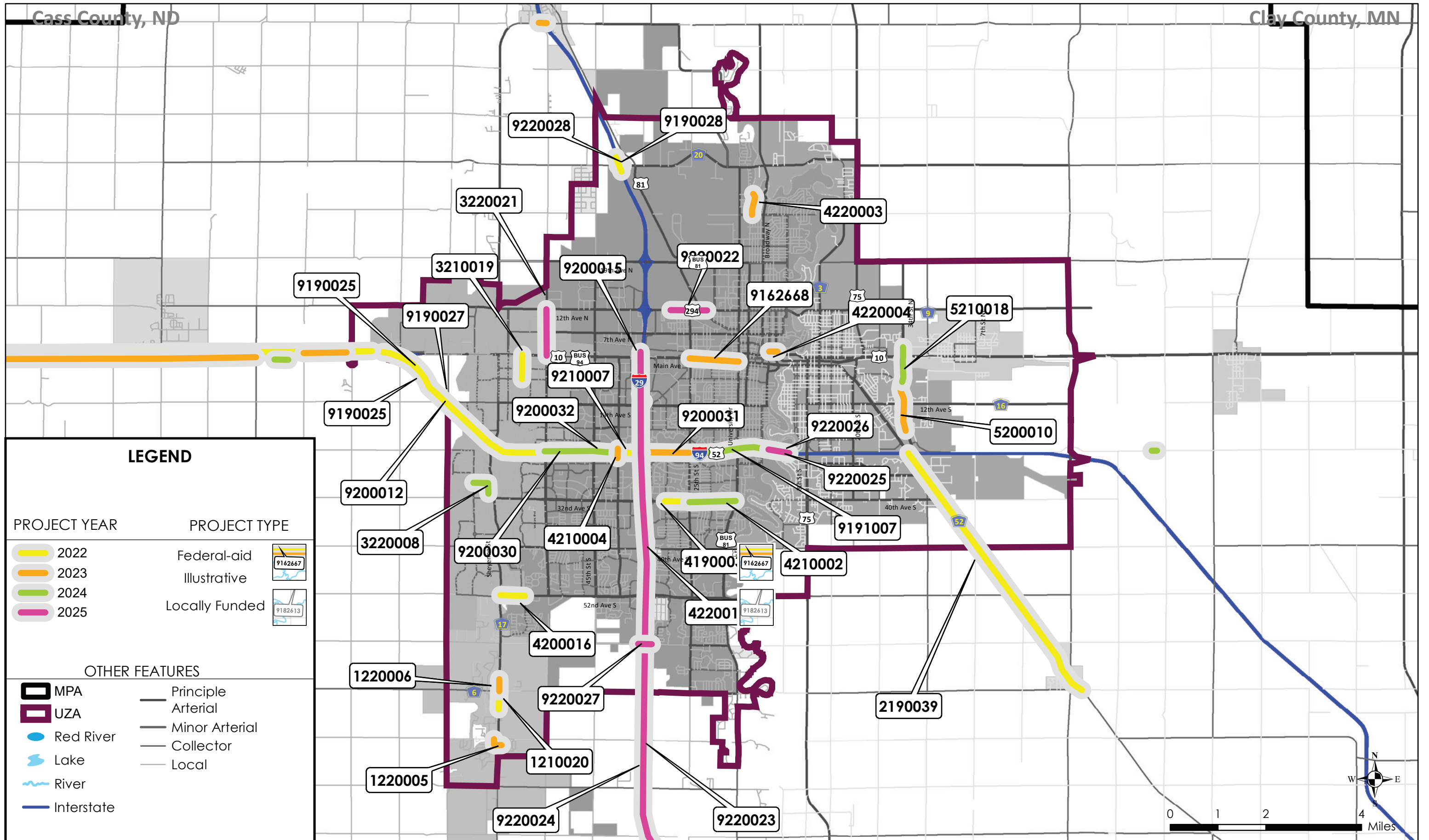
Metro COG has developed a draft 2022-2025 TIP that lists federally funded transportation projects for the named four-year period. A legal notice was printed in the June 30, 2021 edition of The Forum to begin the official TIP comment period. This comment period will officially begin on July 15, 2021, which corresponds to Metro COG's regularly scheduled Policy Board meeting. The Draft TIP will be available for review on the Metro COG website on July 2, 2021 and can be viewed by following this link: <http://fmmetrocog.org/Draft/TIP/Participate> and clicking through the materials provided under "Draft 2022-2025 TIP Material."

The Draft 2022-2025 TIP is comprised of transportation projects in coordination with NDDOT and MnDOT Draft State Transportation Improvement Programs (STIPs). The Draft 2022-2025 Project Listing and Annual Listing of Obligated Projects (ALOP) can be seen in **Attachment 1**. As the development of the TIP continues, Metro COG staff will be refining all the necessary components of the TIP, including glossary with definitions and acronyms, Locally Funded Projects (LFPs) referenced from local jurisdictions' Capital Improvement Programs (CIPs), financial plan and fiscal constraint, overview of federal aid programs, performance measures, and environmental considerations.

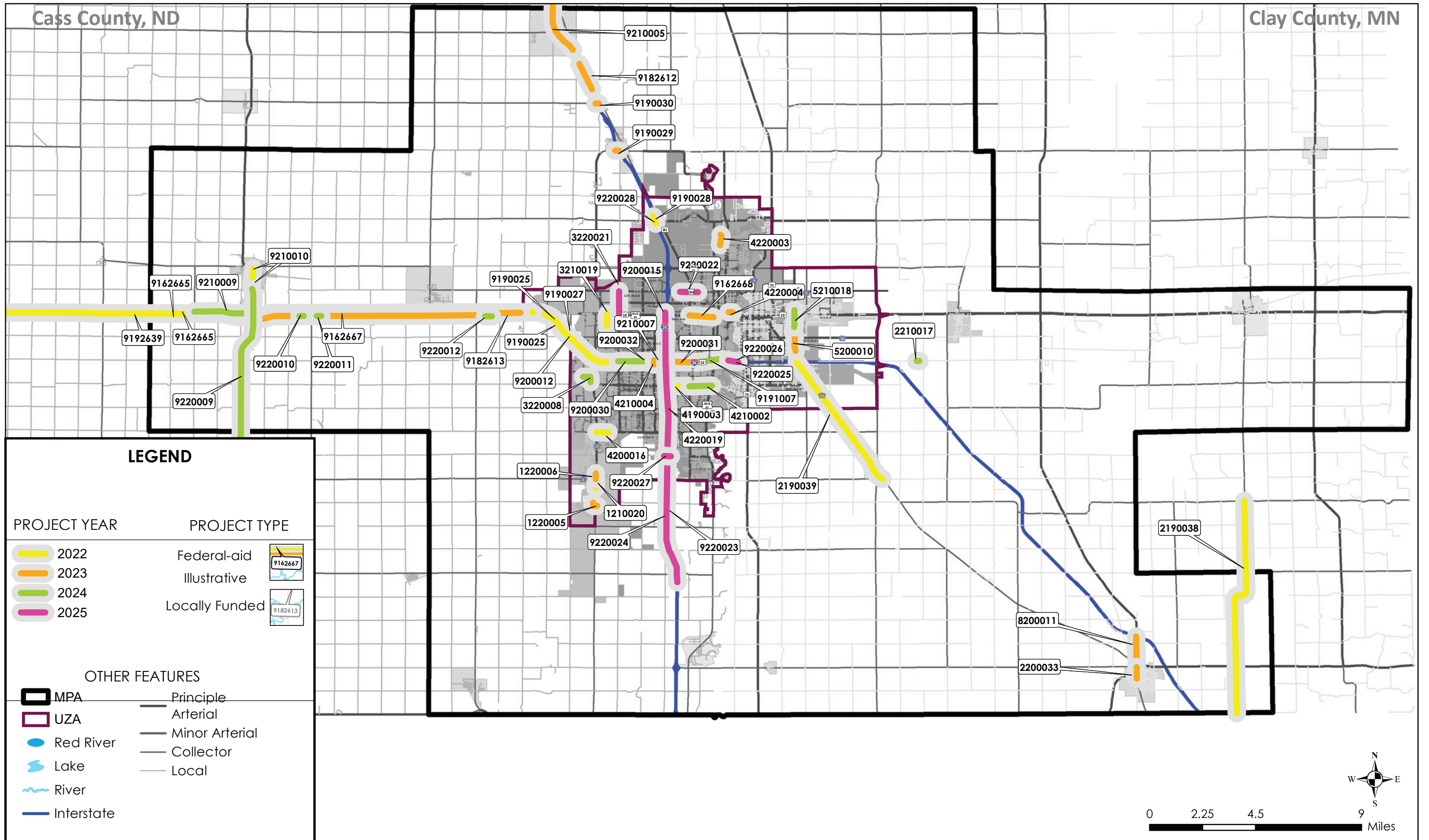
Excluding minor annual updates to all sections of the Draft 2022-2025 TIP, Metro COG staff will also be delineating Federal Highway and Federal Transit money more carefully throughout the document. The updates will expand upon efforts made last year to track applicable Highway and Transit funds that may be subject to a direct allocation when Metro COG's Urbanized Area (UZA) becomes a Transportation Management Area (TMA). Sections of the document where this delineation may occur will include but shall not be limited to the following sections of the Draft TIP: Financial Plan and Fiscal Constraint, Overview of Federal Aid Programs, Performance Measures, and Environmental Considerations.

In addition to the public comment period announcement, Metro COG will announce further public input opportunities including a public open house and a public hearing before final approval which is tentatively scheduled for Thursday, September 16, 2021, at 4:00 p.m. Alternative participation options in which the public can review and comment on the document will be provided upon request. This will be done via legal notice, email distribution, social media, and frequent updates to the Metro COG website shown at the top of this memo.

Requested Action: Open public comment period for the Draft 2022-2025 Transportation Improvement Program (TIP).



Urbanized Area Projects By Year



Metropolitan Planning Area Projects By Year

TO BE UPDATED

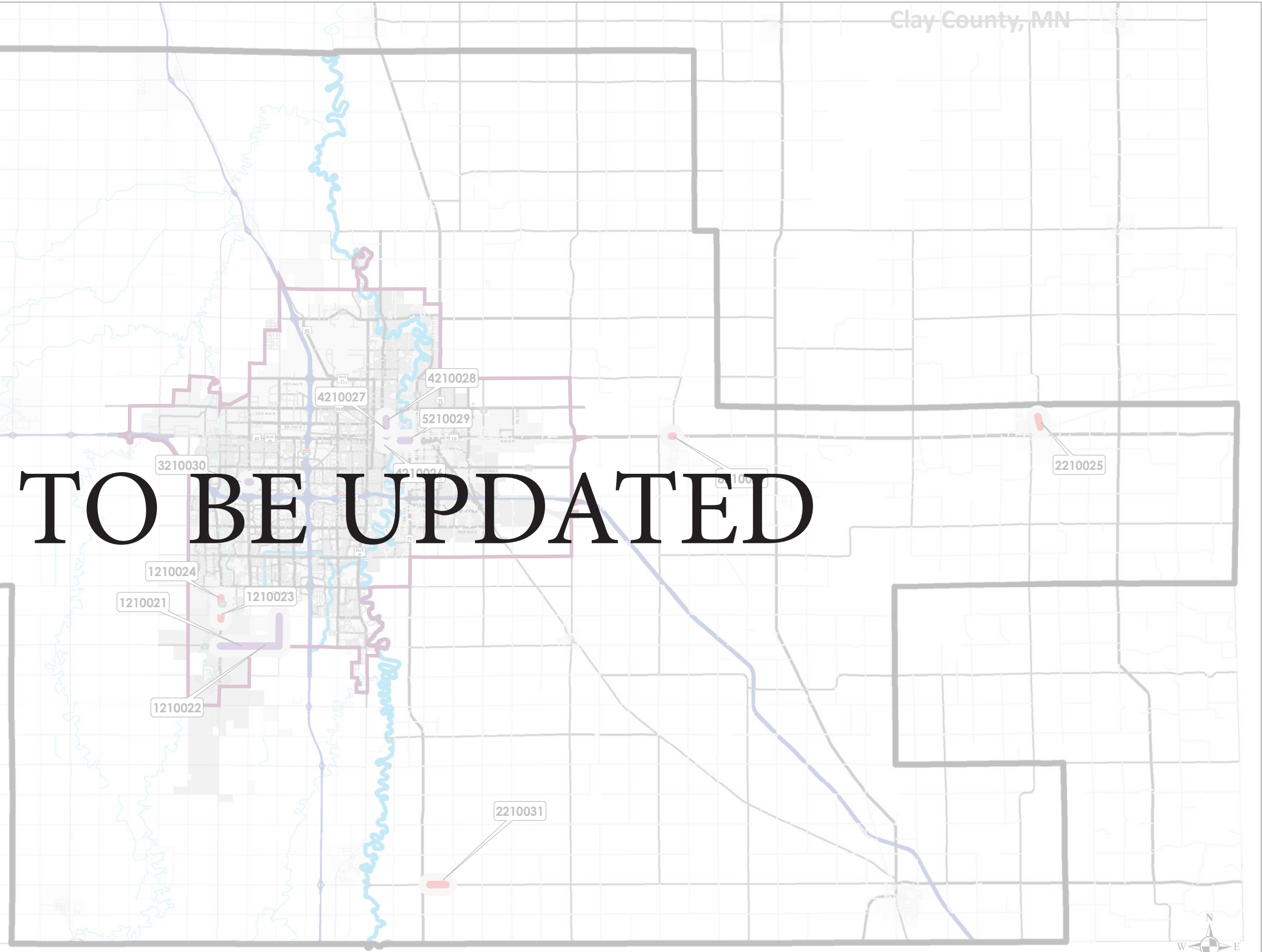
LEGEND

OTHER PROJECTS

- Locally Funded
- Regionally Significant

OTHER FEATURES

- Metropolitan Planning Area
- Urbanized Area
- Boundary
- Red River
- Lake
- River
- Interstate
- Principle Arterial
- Minor Arterial
- Collector
- Local



Section 3 | Detailed Project Listings

The following section includes maps and lists federally funded, Regionally Significant Projects (RSPs), and select Locally Funded Projects (LFPs) by year in order from 2022-2025. Maps display projects by their TIP project typologies. The project typologies include:

- Bridge (grey)
- Capacity Improvement/Expansion (red)
- Intersection Improvement (teal)
- Maintenance (yellow)
- New Construction (pink)
- Reconstruction (purple)
- Rehabilitation (green)
- Safety (orange)
- Bicycle/Pedestrian (blue)
- Land Acquisition (brown)

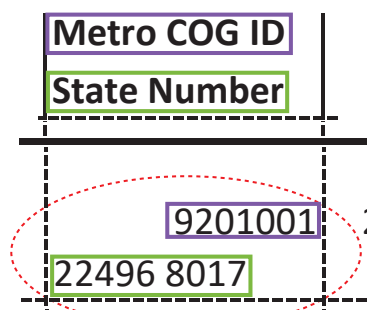
The project tables are also listed by year and include the following information, as applicable:

- Lead Agency
- Metro COG ID
- State Number
- Project Year
- Project Location
- Length
- Project Limits (from - to)
- Project Description
- Improvement Type
- Total Project Cost
- Federal Revenue Source
- Other Revenue Source
- Revenue (cost split by source)

The following page (pg. 34) highlights how to read the project tables and where to find the critical information.

Lead Agency

Typical agencies include Moorhead Transit, Fargo Transit, City of Fargo, City of Moorhead, City of West Fargo, North Dakota Department of Transportation (NDDOT), Cass County, Minnesota Department of Transportation (MnDOT), Clay County, and other applicable nonprofit agencies that may receive Federal transportation funds.



Metro COG ID (project number) and State Number

As shown directly to the left, the Metro COG ID is the unique seven-digit project number that is assigned to projects whenever they are added to the TIP. The first digit is a unique to the lead agency, the second, third, and fourth digits represent when the project was programmed into the TIP (e.g. X200XX = project was added in the development of the 2020-2023 TIP), the fourth digit indicates if the project was added in an amendment (e.g. X201XXX = added project in first amendment to the 2020-2023 TIP), and the last three digits are the numerical project number as the projects are added to the Draft TIP. State project numbers are subject to change and are included for informational purposes only below the Metro COG ID number.

Project Year

This is the year in which the project is funded, or the year in which funding is identified and programmed for the project. The project year is not necessarily the construction year however, it is typical that first year TIP projects are bid or let before the next annual TIP is developed.

Length

If applicable, the length of the project is included in miles.

Project Description

This section further identifies the project to be carried out on the previously stated "facility" by describing the limits and types of improvements.

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
North Dakota Department of Transportation												
NDDOT	9201001 22496 8017	2021	I-29 N		7.0 S of I-94		Structure Paint	Rehabilitation	\$ 300,000	IM	State	\$ 270,000 \$ 30,000
NDDOT	9170019 8002	2021	I-29N	4.0	Main Ave	N Fargo Interchange	Concrete Pavement Repair	Rehabilitation	\$ 674,000	IM	State	\$ 607,000 \$ 67,000
NDDOT	9170020 8005	2021	I-29S	4.0	Main Ave	N Fargo Interchange	Concrete Pavement Repair	Rehabilitation	\$ 673,000	IM	State	\$ 606,000 \$ 67,000
NDDOT	9192639 8008	2021	I-94W	7.2	W Wheatland E	E of Casselton	Concrete Pavement Repair, Hot Bituminous Pavement on Ramps, Sand Seal	Rehabilitation	\$ 1,146,000	IM	State	\$ 1,031,000 \$ 115,000
NDDOT	9162665 8007	2021	I-94E	8.0	W Wheatland E	E of Casselton	Concrete Pavement Repair, Hot Bituminous Pavement on Ramps, Sand Seal	Rehabilitation	\$ 1,202,000	IM	State	\$ 1,082,000 \$ 120,000

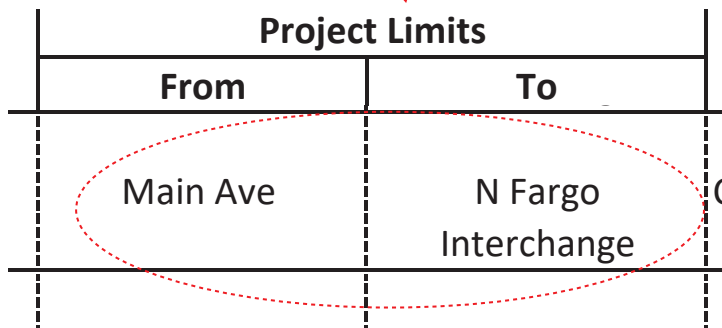
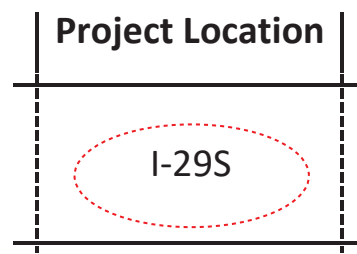
Total Project Cost and Revenue Sources

Some of the most critical information in the TIP document are the Total Project Cost, Federal Revenue Source, Other Revenue Source, and the Revenue columns. The total project cost is the estimated total project cost of the project and all listed revenue sources should equal the total project cost. There may be instances where only one revenue source is listed for instance, if a locally funded regionally significant project is included in the listing or vice versa, there may be instances where several revenue sources are listed for instance, for federal projects requiring local match or other projects involving multiple jurisdictions.

The Federal Revenue Source column, as shown to the left indicates the program from which the federal funds have been identified. Typically the source is listed by its acronym, a list of federal funding source acronyms is included on page 13. The federal funding dollar amount is then listed in the same row under the Revenue column (e.g. IM = Interstate Maintenance - State program funds). All federal funds shown in the project tables are fiscally constrained (please see Section 6 of the TIP).

The Other Revenue Source column, also shown to the left indicates what jurisdiction the local funds are coming from. A vast majority of federal funds require a local match which may vary from 10 to 20 percent of the total project cost. Some projects may not be eligible for federal funding to cover the entire total project cost, in which case more local funds may be shown to cover any ineligible expense. In the example given, because the State is the lead agency of the project, the local revenue source (local match) is coming from said State.

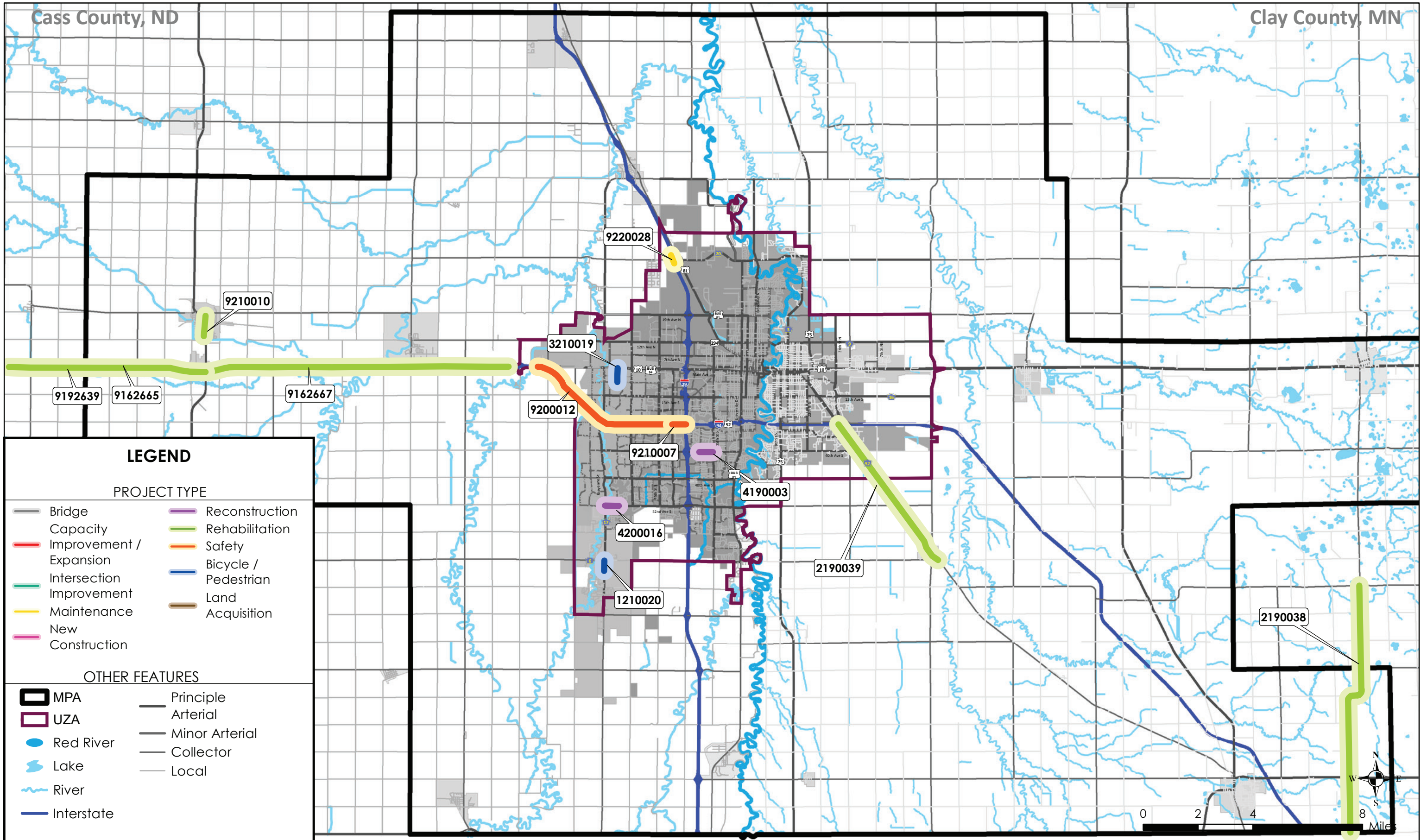
The revenue sources must equal the total project cost and shall meet all local match requirements of applicable federal funding sources.



Project Location and Project Limits

The project location places the project within the legal boundaries of the stated lead agency or jurisdiction. In cases where the project shares land with another jurisdiction, the project location or project description will list all of the affected governmental units. Project location and project limits give an accurate reference to where a project will be occurring. The above example indicates that there will be a project on I-29S (a.k.a. Interstate 29 Southbound) from Main Ave to the N Fargo Interchange.

Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
\$ 300,000	IM	State	\$ 270,000 \$ 30,000



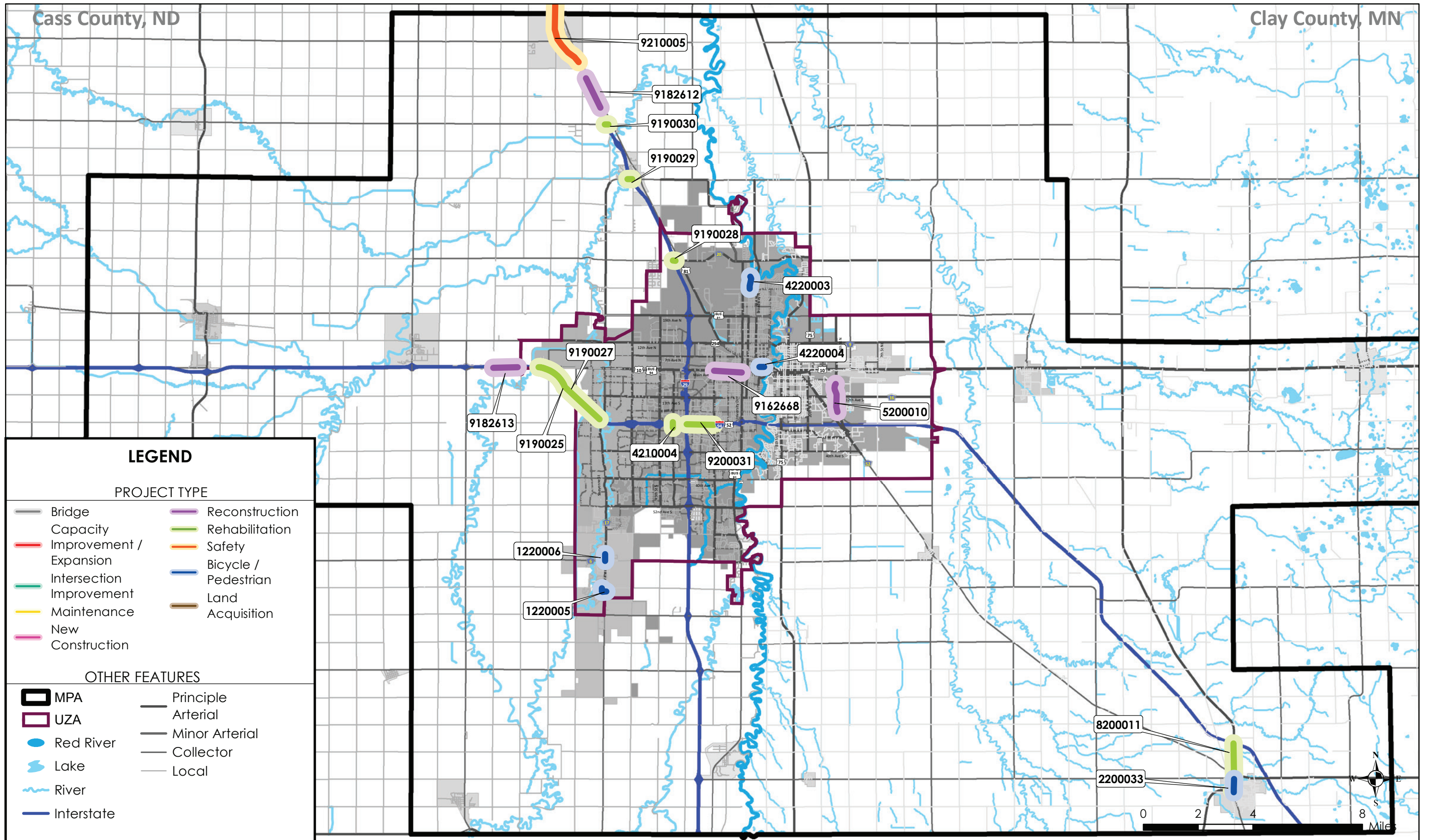
2022 Project Year

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Moorhead Transit												
Moorhead Transit	5190012 TRF-0034-22A	2022	Transit				Sect 5307: City of Moorhead, Operating Assistance	Transit Operations	\$ 3,262,317	FTA 5307	State Other	\$ 430,738 \$ 2,179,116 \$ 652,463
Moorhead Transit	5220031 TRF-0034-22H	2022	Transit				City of Moorhead, Paratransit Operating Assistance *LFP	Transit Operations	\$ 588,918		State Local	\$ 500,580 \$ 88,338
Moorhead Transit	5190013 TRF-0034-22B	2022	Transit				Sect 5307: City of Moorhead, Replacement of Three (3) Bus Shelters	Transit Capital	\$ 75,000	FTA 5307	Local	\$ 60,000 \$ 15,000
Moorhead Transit	5190014 TRS-0034-22C	2022	Transit				City of Moorhead: Purchase one (1) class 200 gas vehicle (replaces unit 5181)	Transit Capital	\$ 36,000	STBGP District C	State Local	\$ 28,800 \$ 3,600 \$ 3,600
Moorhead Transit	5220030 TRF-0034-22F	2022	Transit				Sect 5307: City of Moorhead, Improvements to Metro Transit Garage (MTG)	Transit Capital	\$ 55,666	FTA 5307	Local	\$ 44,533 \$ 11,133
Moorhead Transit	5220001 TRF-0034-22G	2022	Transit				Sect 5307: City of Moorhead Purchase of one (1) service vehicle (replaces unit #1250 split cost of \$100,000 with 1/3 coming from Moorhead and 2/3 coming from Fargo)	Transit Capital	\$ 33,333	FTA 5307	Local	\$ 26,666 \$ 6,667
Fargo Transit												
Fargo Transit	4200017 8013 SU	2022	Transit				Capital Purchase ***Pending***	Transit Capital	\$ 1,250,000	STBGP-U	Local	\$ 1,000,000 \$ 250,000
Fargo Transit	4200029 8022 TURB	2022	Transit				Operating Assistance, Paratransit Operating Assistance Funded as Capital, and Preventative Maintenance	Transit Operations	\$ 4,083,503	FTA 5307	Local	\$ 2,654,277 \$ 1,429,226
City of Fargo												
City of Fargo	4190003 22826 8011	2022	32nd Ave S		32nd St	25th St	Reconstruction of 32nd Ave S	Reconstruction	\$ 10,400,000	STBGP-U CRRSAA	Local	\$ 4,700,000 \$ 808,620 \$ 4,891,380
City of Fargo	4200016 23036 8012	2022	52nd Ave S		63rd St	Sheyenne	Reconstruction of 52nd Avenue S ***Pending***	Reconstruction	\$ 7,000,000	STBGP-U	Local	\$ 5,000,000 \$ 2,000,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
City of Fargo	4210026	2022	4th St N		Main Ave	1st Ave N	Reconstruction of 4th St N ***LFP*** Included for information and coordination purposes only.	Reconstruction	\$ 2,050,000		Local	\$ 2,050,000
City of Moorhead												
City of Moorhead	5210029	2022	Center Ave		8th St	3rd St	Reconstruction of Center Ave ***LFP*** Included for information and coordination purposes only.	Reconstruction	\$ 5,170,000		Local	\$ 5,170,000
City of West Fargo												
City of West Fargo	3210019 22953 8016	2022	Drain 45	1.5	7th Ave E	Main Ave	Construction of a Multi-Use Path along Drain 45 (Phase 2)	Bike/Ped	\$ 442,500	TA	Local	\$ 290,000 \$ 152,500
City of West Fargo	3210030	2022	9th St E 17th Ave		Intersection of	9th St E & 17th Ave	Signal Modifications and Turn Lane (CMP, ITS) ***LFP*** Included for information and coordination purposes only	Safety	\$ 150,000		Local	\$ 150,000
North Dakota Department of Transportation												
NDDOT	9162665 22992 8006	2022	I-94E	8.0	W Wheatland	E of Casselton	Concrete Pavement Repair, Hot Bituminous Pavement on Ramps, Sand Seal	Rehabilitation	\$ 1,283,344	IM	State	\$ 1,155,010 \$ 128,334
NDDOT	9162667 22599 8009	2022	I-94W	10.9	E Casselton	Near W Fargo	Thin Mill and Overlay	Rehabilitation	\$ 2,900,000	IM	State	\$ 2,610,000 \$ 290,000
NDDOT	9192639 22993 8007	2022	I-94W	7.2	Wheatland E	E of Casselton	Concrete Pavement Repair, Hot Bituminous Pavement on Ramps, Sand Seal	Rehabilitation	\$ 1,145,344	IM	State	\$ 1,030,810 \$ 114,534
NDDOT	9200012 22443 8129	2022	I-94E	4.1	W of Main Ave	42nd St Grade Separation	High Tension Cable Median Guardrail	Safety	\$ 2,036,000	HSIP	State	\$ 1,832,000 \$ 204,000
NDDOT	9210006 22886 8111	2022	I-94	27.9	Valley City District (D2)	West Fargo	High Tension Cable Median Guardrail	Safety	\$ 6,000,000	HSIP	State	\$ 5,400,000 \$ 600,000
NDDOT	9220028 23271	2022	I-29		I-29 and CR 20 Interchange		Installation of New High Mast Lights	Maintenance	\$ 1,200,000	IM	State	\$ 1,080,000 \$ 120,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
NDDOT	9210007 22444	2022	I-94		42nd St	I-29	Hot Bituminous Pave, Concrete Median Barrier	Safety	\$ 2,044,000	HSIP	State	\$ 1,832,000 \$ 204,000
NDDOT	9210010 22828 8002	2022	ND 18 N	0.8	7th St S	3rd St N	Curb Ramps - Casselton	Rehabilitation	\$ 334,765	Non NHS-S	State	\$ 267,812 \$ 66,953
Cass County												
Cass County	1210020 22943 8017	2022	CR 17 Horace		81st Ave S	76th Ave S	Construction of a Multi-Use Path along the W side of CR 17	Bike/Ped	\$ 230,150	TA	Local	\$ 186,260 \$ 43,890
Cass County	1210022	2022	New CR 6		CR 17 & 45th St	45th St 64th Ave S	Bituminous Surfacing, new paved two-lane, shoulders ***LFP*** Included for information and coordination purposes only	New Construction	\$ 1,200,000		Local	\$ 1,200,000
Minnesota Department of Transportation												
Clay County												
Clay County	2190038 014-631-024	2022	CSAH 31	9.5	S County Line	CSAH 10	***AC***Bituminous Mill and Overlay (AC Payback 2023, AC Total = 362,760 for a project total of 2,565,000) See project 2200014	Rehabilitation	\$ 2,202,240	STBGP-R	Local	\$ 1,687,240 \$ 515,000
Clay County	2190039 014-652-016	2022	CSAH 52	6.1	CR 67 in Sabin	I-94 Bridge in Moorhead	***AC***Bituminous mill and overlay (AC Payback 2023, AC Total = 1,032,240 for a project total of 2,082,760) See project 2200009	Rehabilitation	\$ 1,067,760	STBGP-R	Local	\$ 468,160 \$ 599,600

Detailed Project Listings 2023



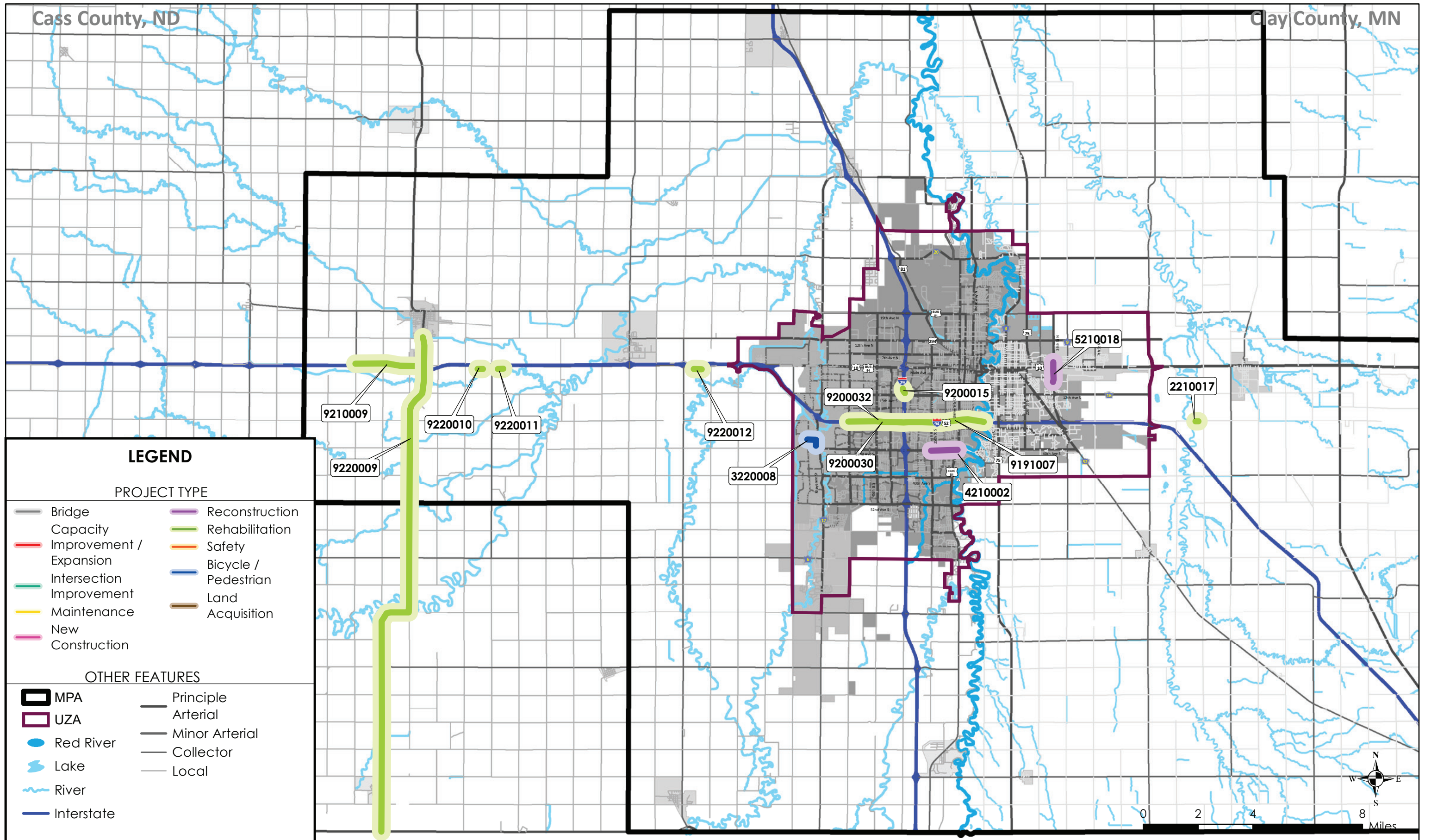
Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
West Central Minnesota Communities Action, Inc.												
West Central MN Communities Action, Inc.	8220002 TRF-9505-23	2023	Transit				West Central Minnesota Communities Action, Inc.; Mobility Management 7/1/23-6/30/25 (RTCC)	Transit Operations	\$ 61,320	FTA 5310	State	\$ 49,056 \$ 12,264
Moorhead Transit												
Moorhead Transit	5190015 TRF-0034-23F	2023	Transit				Purchase Equipment (AVA/AVL System) (ITS) ***LFP*** Included for information and coordination purposes only.	Transit Capital	\$ 201,500		State Local	\$ 161,200 \$ 40,300
Moorhead Transit	5190016 TRF-0034-23G	2023	Transit				Sect 5339: City of Moorhead, Support Equip/Facilities- Equipment - Metro Transit Garage (MTG)	Transit Capital	\$ 283,000	FTA 5339	Local	\$ 226,400 \$ 56,600
Moorhead Transit	5200003 TRF-0034-23E	2023	Transit				Sect 5307: City of Moorhead, Operating Assistance	Transit Operations	\$ 3,392,810	FTA 5307	State Local	\$ 439,000 \$ 2,362,766 \$ 591,044
Moorhead Transit	5220032 TRF-0034-23F	2023	Transit				City of Moorhead, Paratransit Operating Assistance *LFP	Transit Operations	\$ 761,705		State Local	\$ 647,449 \$ 114,256
Moorhead Transit	5200004 TRF-0034-23	2023	Transit				Sect 5307: City of Moorhead, Replacement of one (1) Bus Shelter	Transit Capital	\$ 33,000	FTA 5307	Local	\$ 26,400 \$ 6,600
Moorhead Transit	5220029	2023	Transit				Sect 5307: City of Moorhead, Purchase of one (1) Expansion Class 300 Gas Vehicle and Related Equipment	Transit Capital	\$ 100,000	FTA 5307	Local	\$ 85,000 \$ 15,000
Moorhead Transit	5200007 TRF-0034-23C	2023	Transit				Sect 5307: City of Moorhead, Purchase of one (1) Class 400 Gas Vehicle and Related Equipment (Replaces unit #)	Transit Capital	\$ 96,000	FTA 5307	Local	\$ 81,600 \$ 14,400
Moorhead Transit	5200008 TRF-0034-23D	2023	Transit				Sect 5307: City of Moorhead Support Equipment/Facility Equipment (Tool Cat) (split cost of \$96,000 with 1/3 coming from Moorhead and 2/3 coming from Fargo)	Transit Capital	\$ 32,000	FTA 5307	Local	\$ 25,600 \$ 6,400
Fargo Transit												
Fargo Transit	4200029 8128 TURB	2023	Transit				Operating Assistance, Paratransit Operating Assistance Funded as Capital, and Preventative Maintenance	Transit Operations	\$ 4,165,173	FTA 5307	Local	\$ 2,707,362 \$ 1,457,811

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Fargo Transit	4210003 8111	2023	Transit				Capital Purchase ***Pending***	Transit Capital	\$ 1,250,000	STBGP-U	Local	\$ 1,000,000 \$ 250,000
City of Fargo												
City of Fargo	4210004 8112	2023	42nd St S & I-94		42nd St S & I-94 Grade Separation		Structure Rehabilitation	Rehabilitation	\$ 275,680	STBGP-U	Local	\$ 223,108 \$ 52,572
City of Fargo	4210027	2023	4th St N		1st Ave N	6 Ave N	Reconstruction 4th St N ***LFP*** Included for information and coordination purposes only	Reconstruction	\$ 6,500,000		Local	\$ 6,500,000
City of Fargo	4220003 23238 8121	2023	Bison Village/ 10th St N		32nd Ave N	36th/37th Ave N	Construction of a Shared Use Path and Bike Facilities	Bike/Ped	\$ 225,000	TA	Local	\$ 137,000 \$ 88,000
City of Fargo	4220004 23218 8113	2023	City Hall / 2nd St		Fargo City Hall & 2nd St N		Pedestrian/Bicycle Bridge, Shared Use Path, Lighting	Bike/Ped	\$ 3,400,000	UGP	Local	\$ 2,400,000 \$ 1,000,000
City of Moorhead												
City of Moorhead	5200010 144-135-016	2023	34th St	1.0	4th Ave S	24th Ave S	Reconstruction of 34th Street	Reconstruction	\$ 2,100,000	STBGP-U	Local	\$ 807,600 \$ 1,292,400
City of West Fargo												
North Dakota Department of Transportation												
NDDOT	9162668 23199 8110	2023	Main Ave	1.0	University	25th St	Reconstruction of Main Ave ***Pending***	Reconstruction	\$ 15,412,522	NHS-U	State Local	\$ 8,369,948 \$ 1,226,416 \$ 5,816,158
NDDOT	9182612 20181 8126	2023	I-29 N of Metro	1.4	At Red River Diversion		FM Metro Area Diversion: Structure, grade raise, PCC paving, drainage improvements, median x-overs near reference point 76 ***Illustrative***	New Structure	Illustrative			

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
NDDOT	9182613 20181 8127	2023	I-94 W of Metro		At Red River Diversion		FM Metro Area Diversion: Structure, grade raise, PCC paving, drainage improvements, median x-overs near reference point 342.2 ***Illustrative***	New Structure	Illustrative			
NDDOT	9190025 22203 8106	2023	I-94E	2.7	Near W Fargo E	W Horace Rd	Approach Slabs, Crack & Seat, Hot Bituminous Pavement on Ramps, Lighting, Portland Concrete Cement	Rehabilitation	\$ 3,674,365	IM	State	\$ 3,306,928 \$ 367,437
NDDOT	9190027 22203 8108	2023	I-94W	2.7	Near W Fargo E	W Horace Rd	Approach Slabs, Crack & Seat, Hot Bituminous Pavement on Ramps, Lighting, Portland Concrete Cement	Rehabilitation	\$ 3,674,365	IM	State	\$ 3,306,928 \$ 367,437
NDDOT	9190028 22643 8116	2023	I-29N		3.0 South of Harwood		Structure Paint	Rehabilitation	\$ 281,000	IM	State	\$ 253,000 \$ 28,000
NDDOT	9190029 22643 8117	2023	I-29N		7.0 N of US 10 Near Argusville City Limits		Structure Paint	Rehabilitation	\$ 281,000	IM	State	\$ 253,000 \$ 28,000
NDDOT	9190030 22643 8118	2023	I-29N		2.0 N of Harwood Interchange		Structure Paint	Rehabilitation	\$ 281,000	IM	State	\$ 253,000 \$ 28,000
NDDOT	9200031 22631 8107	2023	I-94E	1.0	I-29	25th St Interchange	Portland Concrete Cement Pave, Ramp Connection, Ramp Revisions, Widening	Rehabilitation	\$ 1,415,814	IM	State	\$ 1,274,233 \$ 141,581
Cass County												
Cass County	1210023	2023	CR 17 & 64th Ave S		Intersection of	CR 17 & 64th Ave S	Grading and Surfacing, New Roundabout at CR 17 and 64th Ave S ***LFP*** Included for information and coordination purposes only	Reconstruction	\$ 2,000,000		Local	\$ 2,000,000
Cass County	1210024	2023	CR 17		CR 17 and	Sheyenne River	Bridge Replacement on CR 17, Box Culverts over the Sheyenne River ***LFP*** Included for information and coordination purposes only	Reconstruction	\$ 1,800,000		Local	\$ 1,800,000
Cass County	1220005 8122	2023	Center Ave Horace		Wall Ave	Nelson Dr	Center Ave Multi-Modal Improvements in Horace	Bike/Ped	\$ 150,000	TA	Local	\$ 68,000 \$ 82,000
Cass County	1220006 8123	2023	E Side of CR 17		76th Ave S	73rd Ave S	Construction of a Shared Use Path	Bike/Ped	\$ 268,000	TA	Local	\$ 200,000 \$ 68,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Minnesota Department of Transportation												
MnDOT	8200011 1409-25	2023	MN 9	2.1	Barnesville	I-94	Reconstruct, Mill and Overlay, ADA Improvements (Associated with project 2190040)	Rehabilitation	\$ 4,727,991	STBGP-R	State	\$ 2,995,345 \$ 1,732,646
MnDOT	8220031 1480-186	2023	I-94		Moorhead	Fergus Falls	*ELLA* On I 94, From Moorhead to Fergus Falls, Installation of Snow Fence	Safety	\$ 1,500,000	NHFP	State	\$ 1,350,000 \$ 150,000
Clay County												
Clay County	2200009 014-652-016AC	2023	CSAH 52	6.2	CR 67 in Sabin	I-94 Bridge in Moorhead	***AC***Bituminous mill and overlay (AC Payback 1 of 1) See project 2190039	Rehabilitation	\$ 1,032,240	STBGP-R		\$ 1,032,240
Clay County	2200014 014-631-024AC	2023	CSAH 31	9.5	CSAH 10	S County Line	***AC***Bituminous Mill and Overlay (AC Payback 1 of 1) See project 20190038	Rehabilitation	\$ 362,760	STBGP-R		\$ 362,760
Clay County	2200033 014-090-007	2023	MN 9	2.1	South 2nd Ave In Barnesville	MN 34	Multi-Use Trail and Streetscaping (Associated with Project 8200011)	Bike/Ped	\$ 443,000	TA	Local	\$ 300,000 \$ 143,000
Clay County	2210031	2023	CSAH 2	0.6	City Limits of	Comstock	Urban Reconstruction ***LFP*** Included for information and coordination purposes only *City of Comstock contributing local funds	Reconstruction	\$ 2,000,000		Local State *Local	\$ 1,000,000 \$ 504,000 \$ 496,000

Detailed Project Listings 2024



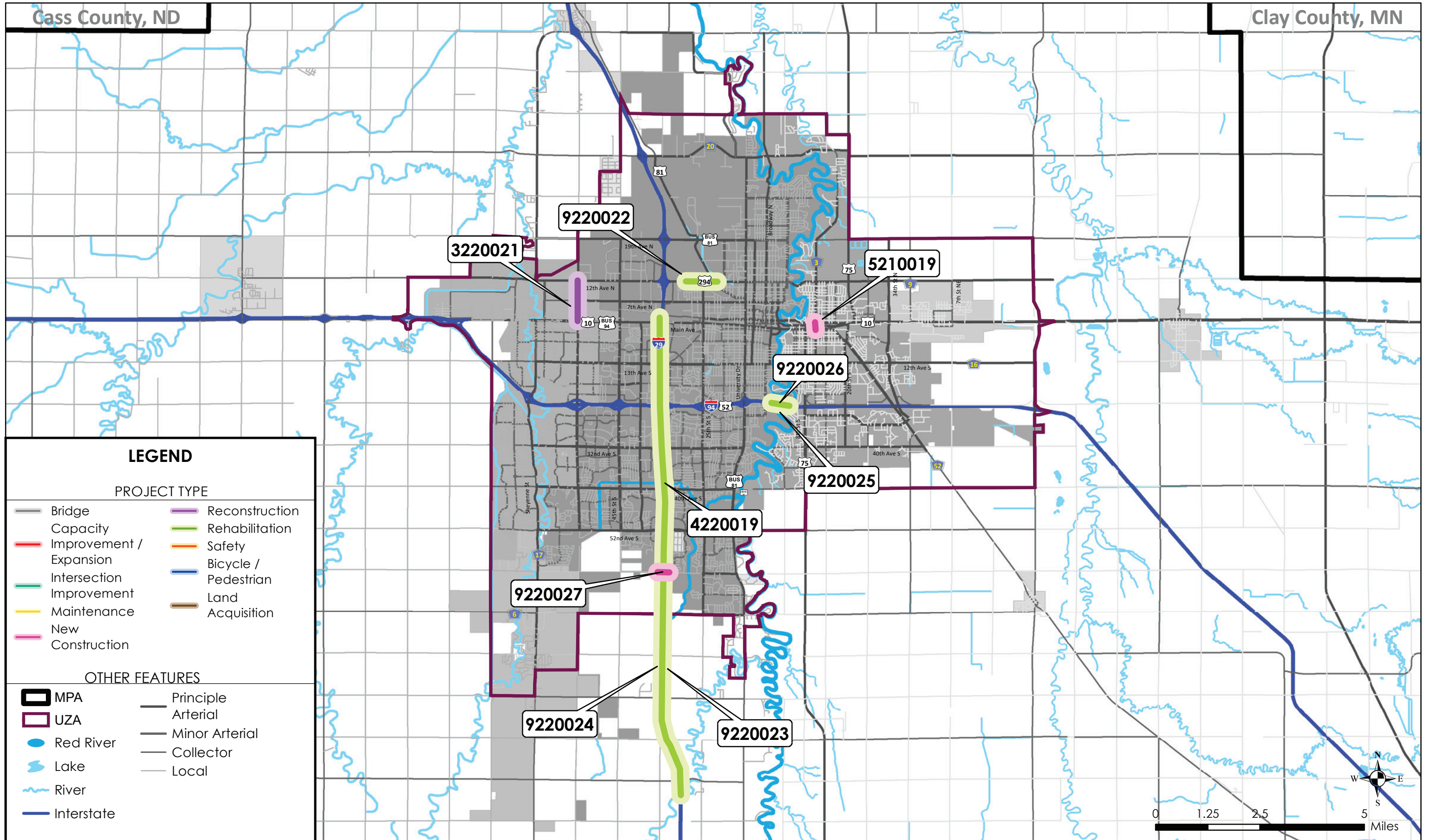
Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Moorhead Transit												
Moorhead Transit	5200005 TRS-0034-24B	2024	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (replaces unit 5191)	Transit Capital	\$ 38,000	STBGP-U	State Local	\$ 30,400 \$ 3,800 \$ 3,800
Moorhead Transit	5200006 TRS-0034-24C	2024	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (replaces unit 5192)	Transit Capital	\$ 38,000	STBGP-U	State Local	\$ 30,400 \$ 3,800 \$ 3,800
Moorhead Transit	5210013 TRS-0034-24A	2024	Transit				City of Moorhead, Purchase of one (1) Class 400 Bus and Related Equipment (Replaces Unit #7181)	Transit Capital	\$ 104,000	STBGP-U	Local	\$ 83,200 \$ 20,800
Moorhead Transit	5210014 TRF-0034-24B	2024	Transit				Section 5307: City of Moorhead, Replacement of Two (2) Bus Shelters	Transit Capital	\$ 45,600	FTA 5307	Local	\$ 36,480 \$ 9,120
Moorhead Transit	5210015 TRF-0034-24C	2024	Transit				Section 5307: City of Moorhead, Purchase of Miscellaneous Support Equipment - PEM Replacement at the Metro Transit Garage	Transit Capital	\$ 21,000	FTA 5307	Local	\$ 16,800 \$ 4,200
Moorhead Transit	5210016 TRF-0034-24D	2024	Transit				Sect 5307: City of Moorhead, Operating Assistance	Transit Operations	\$ 4,005,578	FTA 5307	State Local	\$ 448,000 \$ 2,464,306 \$ 1,093,272
Moorhead Transit	5220033 TRF-0034-24E	2024	Transit				City of Moorhead, Paratransit Operating Assistance *LFP	Transit Operations	\$ 791,746		State Local	\$ 672,984 \$ 118,762
Moorhead Transit	5220007 TRS-0034-24D	2024	Transit				City of Moorhead, Purchase of one (1) Class 200 Gas Van and Related Equipment (replaces unit 5193)	Transit Capital	\$ 38,000	STBGP-U	State Local	\$ 30,400 \$ 3,800 \$ 3,800
Fargo Transit												
Fargo Transit	4210001 8310	2024	Transit				Operating Assistance, Paratransit Operating Assistance Funded as Capital, and Preventative Maintenance	Transit Operations	\$ 4,248,476	FTA 5307	Local	\$ 2,761,509 \$ 1,486,967
City of Fargo												
City of Fargo	4210002 22925 8212	2024	32nd Ave S		25th St S	University Dr	Reconstruction of 32nd Ave S in Fargo *Pending	Reconstruction	\$ 9,600,000	STBGP-U	Local	\$ 7,680,000 \$ 1,920,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
City of Fargo	4210028	2024	4th St N		6th Ave N	9th Ave N	Reconstruction ***LFP*** Included for information and coordination purposes only.	Reconstruction	\$ 3,300,000		Local	\$ 3,300,000
City of Moorhead												
City of Moorhead	5210018 144-135-017	2024	34th St	1.1	4th Ave S	3rd Ave N	***AC*** Grading, Cone Surfacing, Lighting, Storm Sewer, Signals, ADA Improvements *In conjunction with the City of Dilworth (AC Payback 2025, AC Total = 1,555,000 for a project total of 2,900,000) See project 5220020	Reconstruction	\$ 1,345,000	STBGP-U	Local	\$ 263,000 \$ 1,082,000
City of West Fargo												
City of West Fargo	3220008 23247 8219	2024	28th Ave W 5th St W		9th St W Eaglewood Park	5th St W WF Sports Arena/ Lights @ Sheyenne	Construction of a Shared Use Path	Bike/Ped	\$ 308,000	TA	Local	\$ 249,000 \$ 59,000
North Dakota Department of Transportation												
NDDOT	9191007 22628 8210	2024	I-94E	1.9	25th St Interchange	Red River	Lift Station, Storm Sewer	Maintenance	\$ 2,600,000	IM	State	\$ 2,340,000 \$ 260,000
NDDOT	9200015 22629 8206	2024	I-29N	0.2	13th Ave S NE Ramp		Portland Concrete Cement Pave, Widening	Rehabilitation	\$ 253,000	IM	State	\$ 228,000 \$ 25,000
NDDOT	9200030 8209	2024	I-94E	4.9	1.0 W of 45th St	Red River	Concrete Pavement Repair	Rehabilitation	\$ 1,739,997	IM	State	\$ 1,565,997 \$ 174,000
NDDOT	9200032 8211	2024	I-94W	4.9	1.0 W of 45th St	Red River	Concrete Pavement Repair	Rehabilitation	\$ 1,740,632	IM	State	\$ 1,566,569 \$ 174,063
NDDOT	9210009 8201	2024	ND 10E	2.7	Lynchburg Interchange	ND 18 S Casselton	Concrete Pavement Repair, Mill and Overlay	Rehabilitation	\$ 876,000	Non NHS-S	State	\$ 709,000 \$ 167,000
NDDOT	9220009 8205	2024	ND 18N	19.2	W Jct 46 Leonard	Casselton	Mill and Overlay	Rehabilitation	\$ 3,528,595	Non NHS-S	State	\$ 2,855,692 \$ 672,903
NDDOT	9220010 8214	2024	ND 10E		3.0 East of ND 18		Structure Repair, Selective Grade, Riprap	Rehabilitation	\$ 54,000	Non NHS-S	State	\$ 44,000 \$ 10,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
NDDOT	9220011 8215	2024	ND 10E		4.0 E of ND 18		Deck Overlay, Rail Retrofit, Selective Grade, Riprap	Rehabilitation	\$ 117,462	Non NHS-S	State	\$ 95,062 \$ 22,400
NDDOT	9220012 8216	2024	ND 10E		8.0 W of I-29		Pipe Replacement, Riprap	Rehabilitation	\$ 162,240	Non NHS-S	State	\$ 131,301 \$ 30,939
Cass County												
Minnesota Department of Transportation												
MnDOT	8210019	2024	11th St		Railroad Grade Separation		11th St Underpass, New Grade Separation	New Construction	\$ 81,000,000	STBGP-U	State Bond State	\$ 65,000,000 \$ 8,000,000 \$ 8,000,000
Clay County												
Clay County	2210017 014-614-001	2024	CSAH 14 1.8 E of MN 336		Bridge Over Buffalo River		Replace Bridge #92440 with New Bridge #14555 Over the S Branch Buffalo River	Rehabilitation	\$ 920,000	BROS	Local	\$ 736,000 \$ 184,000

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Detailed Project Listings 2025



LEGEND

PROJECT TYPE

- Bridge
- Capacity
- Improvement / Expansion
- Intersection
- Improvement
- Maintenance
- New Construction
- Reconstruction
- Rehabilitation
- Safety
- Bicycle / Pedestrian
- Land Acquisition

OTHER FEATURES

- ▭ MPA
- ▭ UZA
- Red River
- Lake
- ~ River
- Interstate
- Principle Arterial
- Minor Arterial
- Collector
- Local

2025 Project Year

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Moorhead Transit												
Moorhead Transit TRF-0034-25A	5220013	2025	Transit				Sect 5307: City of Moorhead, Operating Assistance	Transit Operations	\$ 4,165,801	FTA 5307	State Local	\$ 457,000 \$ 2,570,048 \$ 1,138,753
Moorhead Transit TRF-0034-25B	5220034	2025	Transit				City of Moorhead, Paratransit Operating Assistance **LFP	Transit Operations	\$ 822,977		State Local	\$ 699,531 \$ 123,446
Moorhead Transit TRF-0034-25C	5220014	2025	Transit				Sect 5307: City of Moorhead, Replacement of one (1) Bus Shelter	Transit Capital	\$ 35,000	FTA 5307	Local	\$ 28,000 \$ 7,000
Moorhead Transit TRF-0034-25D	5220015	2025	Transit				Sect 5307: City of Moorhead, Purchase of one (1) Gas Class 400 and Related Equipment (Replaces Unit #7211)	Transit Capital	\$ 104,000	FTA 5307	Local	\$ 83,200 \$ 20,800
Moorhead Transit TRF-0034-25E	5220016	2025	Transit				Sect 5307: City of Moorhead, Purchase of one (1) Gas Class 400 and Related Equipment (Replaces Unit #7212)	Transit Capital	\$ 104,000	FTA 5307	Local	\$ 83,200 \$ 20,800
Moorhead Transit TRF-0034-25F	5220017	2025	Transit				Sect 5307: City of Moorhead, Support Equipment/ Facility Equipment (Scrubber/washer and Press) (split cost of \$96,000 with 1/3 coming from Moorhead and 2/3 coming from Fargo)	Transit Capital	\$ 28,000	FTA 5307	Local	\$ 22,400 \$ 5,600
Fargo Transit												
Fargo Transit	4220018 8320 TURB	2025	Transit				Operating Assistance, Paratransit Operating Assistance Funded as Capital, and Preventative Maintenance	Transit Operations	\$ 4,333,446	FTA 5307	Local	\$ 2,816,740 \$ 1,516,706
City of Fargo												
City of Fargo	4220019 8315	2025	36th St S 2.0 S of I-94			36th St S @ Rose Coulee	Deck Overlay, Rail Retrofit, Reset Approach Guardrail *Pending	Rehabilitation	\$ 380,000	STBGP-U	Local	\$ 307,534 \$ 72,466
City of Moorhead												
City of Moorhead	5220020 144-135-017AC	2025	34th St	1.1	4th Ave S	3rd Ave N	***AC*** Grading, Cone Surfacing, Lighting, Storm Sewer, Signals, ADA Improvements (AC Payback 1 of 1) See project 5210018 *In conjunction with City of Dilworth	Rehabilitation	\$ 1,555,000	STBGP-U		\$ 1,555,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
City of West Fargo												
City of West Fargo	3220021 8314	2025	9th St E		Main Ave	12th Ave N	Reconstruction of 9th St E	Reconstruction	\$ 9,400,000	STBGP-U	Local	\$ 7,520,000 \$ 1,880,000
North Dakota Department of Transportation												
NDDOT	9220022 8312	2025	12th Ave N 1.0 E of I-29		12th Ave N & BNRR Bridge		Structure Items, Structural Steel Zone Painting *Pending	Rehabilitation	\$ 644,606	STBGP-U	State Local	\$ 521,680 \$ 58,465 \$ 64,461
NDDOT	9220023 8305	2025	I-29N	12.1	Wild Rice River	0.3 Miles N of Main Ave	Concrete Pavement Repair, Grinding	Rehabilitation	\$ 1,702,243	IM	State	\$ 1,532,019 \$ 170,224
NDDOT	9220024 8308	2025	I-29S	12.1	Wild Rice River	0.3 Miles N of Main Ave	Concrete Pavement Repair, Grinding	Rehabilitation	\$ 1,702,200	IM	State	\$ 1,531,980 \$ 170,220
NDDOT	9220025 8318	2025	I-94E		ND-MN Border Bridge		Deck Overlay	Rehabilitation	\$ 1,601,806	IM	State	\$ 1,441,625 \$ 160,181
NDDOT	9220026 8319	2025	I-94W		ND-MN Border Bridge		Deck Overlay	Rehabilitation	\$ 1,601,806	IM	State	\$ 1,441,625 \$ 160,181
NDDOT	9220027 8306	2025	I-29		64th Avenue S Interchange		Construction of the 64th Ave S Interchange including Ramps, Structure, and Incidentals *Pending	New Construction	\$ 18,250,000	IM	State	\$ 16,425,000 \$ 1,825,000
Cass County												
Minnesota Department of Transportation												
Clay County												

Section 4 | Annual Listing of Obligated Projects

The Metro COG TIP includes an Annual Listing of Obligated Projects (ALOP) which lists federally-obligated projects from the preceding program year. The ALOP element of the 2022-2025 TIP is reflective of projects that have been bid or let in 2021. It includes relevant TIP information and identifies the amount of Federal funds requested in the TIP. The projects listed on the following pages include only programmed projects that received, or will receive federal transportation funds under 23 U.S.C. or 49 U.S.C. Chapter 53. Projects funded solely with local funds are not included.

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
West Central Minnesota Communities Action, Inc.												
West Central MN Communities Action, Inc.	8213004 TRF-4003-21A	2021	Transit				Section 5310: West Central Minnesota Communities Action Inc. Mobility Management 7/1/21 thru 6/30/23	Transit Operations	\$ 56,700	FTA 5310	State Local	\$ 45,360 \$ 5,670 \$ 5,670
Moorhead Transit												
Moorhead Transit	5170008 TRF-0034-21A	2021	Transit				Moorhead Transit Operating Assistance	Transit Operations	\$ 3,500,000	FTA 5307	State	\$ 376,000 \$ 3,124,000
Moorhead Transit	5190010 TRF-0034-21C	2021	Transit				Purchase of a Bus Shelter	Transit Capital	\$ 31,000	FTA 5307	Local	\$ 24,800 \$ 6,200
Moorhead Transit	5170005 TRS-0034-20T	2021	Transit				Purchase of one (1) <30 ft replacement bus and bus related equipment (replaces unit #1231)	Transit Capital	\$ 95,000	STBGP-U	State Local	\$ 76,000 \$ 9,500 \$ 9,500
Moorhead Transit	5170006 TRS-0034-20TA	2021	Transit				Purchase of one (1) <30 ft replacement bus and bus related equipment (replaces unit #1232)	Transit Capital	\$ 95,000	STBGP-U	State Local	\$ 76,000 \$ 9,500 \$ 9,500
Moorhead Transit	5190011 TRF-0034-21D	2021	Transit				Purchase 35ft replacement bus (Unit 1020)	Transit Capital	\$ 541,000	FTA 5307 FTA 5339	Local	\$ 259,850 \$ 200,000 \$ 81,150
Moorhead Transit	5210020 TRF-0034-21F	2021	Transit				Transit Hub Improvements - Dilworth Walmart	Transit Capital	\$ 250,000	FTA 5307	Local	\$ 200,000 \$ 50,000
Fargo Transit												
Fargo Transit	4170017 8034	2021	Transit				Operating Assistance, Paratransit Operating Assistance Funded as Capital, and Preventative Maintenance	Transit Operations	\$ 4,405,000	FTA 5307	Local	\$ 2,863,000 \$ 1,542,000
Fargo Transit	4213005	2021	Transit				Phase 2 Ground Transportation Center (GTC) Renovation Building Exterior Renovation	Transit Capital	\$ 2,148,024	CARES FTA 5307	Local	\$ 1,798,024 \$ 280,000 \$ 70,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
City of Fargo												
City of Fargo	4190002 22292 8133	2021	N University Dr		40th Ave N	32nd Ave N	Reconstruction of University Drive	Reconstruction	\$ 6,000,000	STBGP-U	Local	\$ 4,500,000 \$ 1,500,000
City of Moorhead												
City of West Fargo												
City of West Fargo	3200035	2021	Drain 45		13th Ave E	7th Ave E	Construction of a Multi-Use Path along Drain 45	Bike/Ped	\$ 520,000	TA	Local	\$ 232,000 \$ 288,000
City of West Fargo	3204001	2021	I-94 2.0 W of I-29		9th St & I-94		Deck Spall Repairs, Sleeper Slab with Roadway Panels, Roadway Expansion Joints, Concrete Pavement Repair	Rehabilitation	\$ 154,000	STBGP-U	Local	\$ 139,000 \$ 15,000
North Dakota Department of Transportation												
NDDOT	9201001 22496 8017	2021	I-29 N		7.0 S of I-94		Structure Paint	Rehabilitation	\$ 300,000	IM	State	\$ 270,000 \$ 30,000
NDDOT	9170019 8002	2021	I-29N	4.0	Main Ave	N Fargo Interchange	Concrete Pavement Repair	Rehabilitation	\$ 297,092	IM	State	\$ 267,383 \$ 29,709
NDDOT	9170020 8005	2021	I-29S	4.0	Main Ave	N Fargo Interchange	Concrete Pavement Repair	Rehabilitation	\$ 297,092	IM	State	\$ 267,383 \$ 29,709
NDDOT	9192640 22319 8024	2021	I-94E		6.0 East of ND 18		Structure Replacement, Approach Slabs	Rehabilitation	\$ 2,306,000	IM	State	\$ 2,075,000 \$ 231,000
NDDOT	9190021 22627 8131	2021	I-29		38th St & I-29 Ramp		Turn Lanes, Signals, Pavement Marking (ITS, CMP)	Safety	\$ 565,000	HSIP	State	\$ 508,500 \$ 56,500
NDDOT	9200023 22544 8013	2021	ND 10E		6.0 E of ND 18		Structure Replacement	Rehabilitation	\$ 2,032,000	NHS	State	\$ 1,626,000 \$ 406,000
NDDOT	9200019 22601 8023	2021	I-94E		I-94 & I-29 Interchange		Approach Slabs, Expansion Joint Modification, Spall Repair, Joint Sealant	Rehabilitation	\$ 176,000	IM	State	\$ 158,000 \$ 18,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
NDDOT	9200024 22601 8025	2021	I-94W		I-94 & I-29 Interchange		Approach Slabs, Expansion Joint Modification, Spall Repair, Joint Sealant	Rehabilitation	\$ 176,000	IM	State	\$ 158,000 \$ 18,000
NDDOT	9200025 22319 8021	2021	I-94W		6.0 E of ND 18		Structure Replace	Rehabilitation	\$ 2,306,000	IM	State	\$ 2,075,000 \$ 231,000
NDDOT	9200028 22601 8022	2021	I-94E		45th St & I-94		Deck Overlay, Approach Slabs, Expansion Joint Modification, Spall Repair	Rehabilitation	\$ 949,000	IM	State	\$ 854,000 \$ 95,000
NDDOT	9182611 22656 8033	2021	I-29 S of Metro	6.5	At Red River Diversion		FM Metro Area Diversion: Structure, grade raise, PCC paving, drainage improvements, median x-overs *Cost range reflects base and alternate bids	Reconstruction	*\$45,000,000- \$ 64,000,000 Illustrative			\$ 51,000,000
NDDOT	9210011 22496 8018	2021	I-29		Argusville City Limits		Structure Paint	Rehabilitation	\$ 300,000	IM	State	\$ 270,000 \$ 30,000
NDDOT	9210012 22496 8016	2021	I-29		6.0 N of ND 46		Structure Paint	Rehabilitation	\$ 300,000	IM	State	\$ 270,000 \$ 30,000
NDDOT	9200022 22318 8010	2021	I-94W		6 E of ND 18		Median Cross-Overs	Rehabilitation	\$ 837,000	IM	State	\$ 753,300 \$ 83,700
NDDOT	9211001	2021	DMS on I-94E (RP 342.8 DMS on I-29N (RP 59.5)		Statewide		Statewide Intelligent Transportation System Improvement Project to Update Dynamic Message Signs (2 locations within the MPA) ITS	ITS	\$ 25,052	IM	State	\$ 20,275 \$ 4,777
Cass County												
Cass County	1210021	2021	New CR 6		CR 17 & 45th St	45th St 64th Ave S	Grading and roadway expansion ***LFP*** Included for information and coordination purposes only	Rehabilitation/ Expansion	\$ 2,200,000		Local	\$ 2,200,000
Cass County	1211002 23075 0930	2021	CR 10	6.94	ND 18	CR 11	Hot Mix Asphalt Paving, paved shoulders, minor grading and seeding	Rehabilitation	\$ 3,100,000	Non NHS-SC	Local	\$ 2,500,000 \$ 600,000
Cass County	1211003 23075 0941	2021	CR 11	5.98	CR 22	CR 4	Hot Mix Asphalt Mill and Overlay	Rehabilitation	\$ 1,700,000	Non NHS-SC	Local	\$ 1,400,000 \$ 300,000

Lead Agency	Metro COG ID State Number	Project Year	Project Location	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue Source	Other Revenue Source	Revenue
					From	To						
Minnesota Department of Transportation												
MnDOT	8204002 056-070-027	2021	D4 Districtwide		Junction of I-94 & 20th St S - Moorhead		Districtwide Safety Improvements - Lighting at Various Intersections	Safety	\$ 534,693	HSIP		\$ 481,224 \$ 53,469
MnDOT	8210029	2021	US Hwy 10		Intersection of	CSAH 19 & US 10	Right Turn Lane Construction (eastbound) at CSAH 19, near Glyndon (CMP) ***LFP*** Included for information and coordination purposes only	Safety	\$ 334,000		State	\$ 334,000
Clay County												
Clay County	2210025	2021	CSAH 33	0.4	Main St	Peter's St	Urban Reconstruction ***LFP*** Included for information and coordination purposes only *City of Hawley Contributing local funds	Reconstruction	\$ 1,300,000		State *Local	\$ 390,000 \$ 910,000

To: Policy Board Members
From: Cindy Gray, Executive Director
Date: July 9, 2021
Re: **Amendment 2, 2021-2022 UPWP**

The purpose of this memo is to pursue amendments to the 2021 and 2022 UPWP in an effort to utilize Metro COG's 2020 Consolidated Planning Grant (CPG) funds efficiently during 2021 so we are ready to open the 2021 grant funds sometime between October 2021 to January 2022. Due to the amount of time it takes to get projects selected and under contract with the year in which they are programmed, many of our project budgets will carry into the following year. For example, 2021 projects including the Fargo Transportation Plan and the Bicycle and Pedestrian Plan Update will carry farther into 2022 than previously anticipated. The Interstate Operations Analysis and Plan for Future Improvements was programmed for both 2021 and 2022, but will carry into 2023 due to the time needed for scope refinement, a financial audit of the consultant, and contractual agreements with MnDOT in particular.

During our midyear review, NDDOT expressed a desire for Metro COG and its local partners to work through our CPG funds more expeditiously, so we do not hold up the opening of a new grant when that becomes necessary. Only three years of grants can be open at any given time. Based on an estimate of our drawdown on operations, overhead, and contracted projects through the remainder of 2021, I estimate we will have approximately \$270,000 to \$300,000 in unspent 2020 CPG funds at the end of 2020. With a 20 percent local match, this results in a range of approximately \$337,500 to \$375,000.

Based on past and recent input and questions about funding availability from local jurisdictions, we know that there are many unmet needs in the metro area for studies and planning efforts to respond to public input and technical analysis related to upcoming projects, and we believe that many of them can be moved up in the process to serve the planning needs of our metro area. Furthermore, as an agency, we have increased the number of internal projects we're taking on for local jurisdictions, and as we transition to a TMA, we believe the addition of a planner is in order to respond to additional MPO duties. Furthermore, being more responsive to local jurisdictions on community planning requests (some non-MPO related), requires that we take time from existing staff (some of which is not billable to CPG funds), and that has become difficult over the past few years.

A summary of proposed UPWP amendments is shown in **Attachment 1. Attachment 2** consists of a proposed contract and product information from Remix Streets. This summary shows portions of projects moving out of the 2021 work program and into 2022 and adds projects, software, and staffing recommendations to be initiated as soon as possible in 2021. Further refinements will be needed to address the carryover effects into 2022 and 2023 and to prevent the same issue from occurring in the future.

At their July 8, 2021 meeting, the Transportation Technical Committee recommended approval of all proposed changes in UPWP Amendment 2, with the exception of the

addition of another staff person at this time, due to uncertainty about how this might change the local dues situation for 2021 and 2022. I will be prepared to provide this information at the Policy Board meeting on July 15th.

Requested Action: Recommend approval to the Policy Board of the proposed UPWP amendments as outlined in Attachment 1.

Potential 2021-2022 UPWP Amendments				
	Total	Federal	Local	Notes
Anticipated Year-End CPG Funds	\$375,000	\$300,000	\$75,000	High end of estimated 2020 CPG funds by end of 2021
Move from 2021 to 2022 UPWP due to current status:				
Interstate Operations Analysis	\$100,000	\$80,000	\$20,000	Shift to 2022
Bike Ped Plan Update	\$95,000	\$76,000	\$19,000	Shift to 2022
Fargo Transportation Plan	\$100,000	\$80,000	\$20,000	Shift to 2022
ATAC - DTA Scenario Analysis	\$10,000	\$8,000	\$2,000	Have asked for scope of work/addendum for 2021 - have not received.
ATAC - Moorhead Intersection Data Collection (2021)	\$5,000	\$4,000	\$1,000	Have asked for scope of work/addendum for 2021 - have not received.
ATAC - Intersection Data Collection & Reporting	\$15,000	\$12,000	\$3,000	Incomplete - encountered issues with some intersections.
ATAC - Assistance with Job/HH data review	\$10,000	\$8,000	\$2,000	Have asked for scope of work/addendum for 2021 - have not received.
Subtotal	\$335,000	\$268,000	\$67,000	
Other 2021 Savings:				
Job and HH Data Purchase (cost savings)	\$9,000	\$7,200	\$1,800	Purchased data for less than budgeted.
Overhead reductions due to reduced travel, etc.	\$26,000	\$20,800	\$5,200	Continuation of travel restrictions and increased use of remote mtgs.
Subtotal	\$35,000	\$28,000	\$7,000	
Total	\$370,000	\$296,000	\$74,000	
Strategy for Reprogramming of 2021 Funds during 2021				
Remix Street Software (overhead)	\$26,635	\$21,308	\$5,327	To enhance staff's ability to complete internal planning studies
Addition of Associate Transportation Planner (operations)	\$33,000	\$26,400	\$6,600	Loaded Wage \$110,000 annually starting approx. Sept. 1, 2021
Demographic Forecast Update	\$50,000	\$40,000	\$10,000	Move from 2022 to final mos. of 2021
Veterans Blvd Corridor Ext. Study Amendment	\$60,000	\$48,000	\$12,000	Fargo, Horace, West Fargo, Cass County (local match)
Red River Greenway Study (more \$ in 2021)	\$15,000	\$12,000	\$3,000	Moves 2022 funds into 2021 (project already slated to begin in 2021)
University Dr. & 10th St. One-Way Pair Conversion Study	\$100,000	\$80,000	\$20,000	Total for study would be \$250,000 - budget \$100,000 for 2021
25th Street Corridor Study (32nd Ave S to 58th Ave S)	\$85,000	\$68,000	\$17,000	Total of \$150,000
Total	\$369,635	\$295,708	\$73,927	



Remix Proposal for Metro COG



Cindy Gray, Fargo-Moorhead Metropolitan Council of Governments

Date: April 14, 2021

By: Remix Technologies, LLC.

Cara Hunt, Remix Partnerships Principal

About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America, and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 350 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 11,000 transportation professionals to build a cloud based software platform that helps local governments build more livable communities.

REMIX COMMUNITY UPDATE

We work with **325+** local governments to bring together the complete transportation picture.

remix

The graphic displays a grid of logos for various transportation agencies, including: PUBLIC TRANSPORT VICTORIA PT, MTA, CONNECT TRANSIT, VTA, AC Transit, FORT MYERS TRANSIT, g@triangle, LINK TRANSIT, Amtrak, MIAMI-DADE COUNTY, Auckland Transport, amtran, C-TRAN, DART, Calgary Transit, PART, tARC, SolTrans, RTC, City of Santa Rosa, City of San Jose, and the County of San Diego. The bottom right logo is The County Connection.

Product Overview

The core data platform enables three distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.



EXPLORE

Access and visualize all of your transportation data first

Gather context and explore problems through quick insights for custom-drawn and existing geographical boundaries



TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.



STREET DESIGN

Design streets for the multimodal city

Explore new street design concepts, use data to inform decisions, and move your ideas forward, faster.



SHARED MOBILITY

Understand the impact of new modes

Coordinate shared mobility programs with partners to accomplish your safety, equity, and sustainability goals.

Remix + Metro COG: Bringing Together the Transportation Picture

The Remix Platform is designed to bring together cities and transit agencies to leverage innovative technology for the changing transportation landscape. With a planning, design, and data lens, governments will benefit from the culmination of 350+ government best practices, and in turn become influential across data standard practices, policy and program design, and technology that considers the holistic transportation picture.

Specifically, with Remix's technology, cities will be able to take advantage of combined decades of expertise across policy, engineering and product, and transportation sectors. Remix's team of 65+ will allow a tailored approach to each city, and rapid product development.

For Metro COG we believe the following projects will see immediate impact with a Remix partnership:

- 17th Street North: Wide cross section with potential to replicate this project throughout Moorhead
- Traffic Calming Study (West Fargo): Assessing different sections of corridors for speed related issues. Need to understand potential for changes (curb extensions, bump outs, etc) that can be communicated to the public.
- Safe Routes to School: Dilworth, Glyndon, and Felton School District.
- Traffic Control Analysis: Traffic control analysis for roundabout in Dilworth near Walmart
- Consultant Access and Collaboration: Potential for seamless collaboration with consultants on project work and ability to expand on consultation recommendations post contract.

We look forward to supporting Metro COG in these endeavors and many more.

Remix Proposal for Metro COG

Prepared for Cindy Gray, Metro COG By Cara Hunt, Remix (cara@remix.com). Date: April 14th, 2021

What do I get with a Remix License?

- On the fly editing of right of way widths and curb-to-curb widths, including lane measurements
- Comment, call-out, and labeling features for public engagement and sharing
- Custom street elements to visualize concepts (signs, lane symbols, street furniture, etc.)
- Editable street grid to modify or add existing street segments or intersections
- Capacity estimates to approximate free flow capacity of each lane type
- Unlimited custom data layers (polygon-based shapefiles)
- Public engagement and share features
- Consistent and regular product improvements / feature launches
- Export to CAD

Customer support?

Our Success Team brings years of design experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. Onboard (First 60 Days): Identify a first project and work on it together. - Workshops, Project-Assisted Training, Individual Sessions, Video Guides
2. Plan (Months 2+): Bring your plans to life with Remix. - Regular Check-ins, Best Practices Blog, Remix Webinars, Remix Conference
3. Measure Results (Months 6+): Document your return on investment (ROI). - Develop ROI Report, Set Yearly Goals, Manage Renewal, Plan Ahead

Technical requirements?

A full street design platform for your entire city staff. It's an annual subscription for unlimited users, and includes:

- Drag and drop editing, with an easy-to-learn graphic interface
- Satellite, topographic, and sketch view to support sketching existing conditions
- Sketch abilities for street design in plan and cross section view
- Ability to sketch out multiple lane types: vehicle, turn lanes, bike lanes, bus lanes, pedestrian infrastructure, crosswalks, and more

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.

Remix Services Agreement for Metro COG

This Services Agreement ("Agreement") is entered into between Remix Technologies, LLC., a subsidiary of Via Transportation, Inc. ("Company"), and Metro COG ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

Scope of Services & Terms

Effective Date	August 1 st , 2021
Commitment Term	2 years
Remix Street Design + Explore Platform License	<p>\$31,336 List price (Based on population of 213,360) \$26,635 USD for 12 months (Based on population and regional organization pricing) Includes:</p> <ul style="list-style-type: none"> • Access to Street Design platform • Remix licenses for an unlimited number of users within Metro COG • Enhanced data visualization and analysis • Software as a Service (SaaS): fully hosted, cloud-based web platform • Dedicated Customer Success staff; Premium Enterprise Support: response to requests in 1 business day
Implementation Fee	<p>\$5,000 USD for 1 year Waived for existing customer</p> <ul style="list-style-type: none"> • Provide onboarding and training for all staff. • Create user accounts • Calibrate and upload key datasets
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.



This Agreement incorporates the attached Terms and Conditions (“Terms”). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Metro COG Remix Technologies, LLC.

Signature: _____ Signature: _____ Name: _____

_____ Name: _____ Title: _____

_____ Date: _____ Title: _____ Date: _____

Billing Contact Name: _____ Email: _____ Phone: _____

Contact Us

We love discussing all things cities and transportation.

If you have questions about this proposal, please reach out to us at:

Cara Hunt, *Remix Partnerships Principal*

415-484-1938 | cara@remix.com

TEAM INFO

www.remix.com | team@remix.com



REMIX TERMS AND CONDITIONS

These Terms and Conditions ("Terms", together with an Order Form referencing these Terms, the "Agreement"), are entered into between Remix Technologies, LLC., a Delaware limited liability corporation ("Remix"), and the customer identified on the Order Form ("Customer"), and are effective as of the date that the Order Form is executed by both parties (the "Effective Date").

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

1.1 "Authorized User" means each of Customer's employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement.

1.2 "Customer Content" means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material or Resultant Data.

1.3 "Documentation" means the materials describing the use and operation of the Remix Solution that are made available to Customer as written technical briefs or on <https://help.remix.com/> or such other web page as Remix may designate to Customer from time to time.

1.4 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and

other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.5 "Licensed Material" means reports, results, materials and documentation made available to Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

1.6 "Mobility Provider" means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

1.7 "Mobility Provider Data" means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

1.8 "Order Form" means an order form, scope of work or scope of services signed by both parties that references this Agreement.

1.9 "Professional Services" means professional services provided by Remix to Customer as described in any Order Form (as may be further described in any statement of work).

1.10 "Remix Solution" means the Remix software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

1.11 "Resultant Data" means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

1.12 "Services" means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the fees set forth in the Order Form ("Fees"), Remix will provide Customer with access to the Remix Solution during the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in [Exhibit A](#).

2.3 Professional Services. As contemplated in Section 6.1 below, Remix can provide auxiliary Professional Services. These Professional Services are outlined in [Exhibit B](#). The provision of these Professional Services, together with the fees to be charged by Remix, will be set forth in an Order Form or a statement of work signed by both parties at the time they are requested.

2.4 Hosting. Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Remix grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution. Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.

3.5 License to Customer Data; Resultant Data. Customer grants Remix a non-exclusive, worldwide, non

transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, utilizing machine learning applications and other analytical methods. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

3.6 Open Source. Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("Open Source Material"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

3.7 Third Party Products. Certain features and functionality of the Services may rely on third party data, software, or applications ("Third Party Products"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products or utilize any features or functionality of the Services that incorporate them.

3.8 Feedback. Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and

Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 Licenses; Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Remix to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

5.2 Customer Warranty. Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

5.3 Back-ups; Security. Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

5.4 Mobility Provider Cooperation. Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Therefore, Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any agreement with, the Mobility Provider that would interfere with the provision of services or grant of licenses under this agreement. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

6. PROFESSIONAL SERVICES.

6.1 Where the parties have agreed to Remix's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a statement of work signed by both parties ("SOW"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it

supersedes specific language in the Agreement. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in this Agreement and the applicable SOW, but Remix will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Remix as part of the Professional Services.

6.2 Freedom of Information Requests. Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws, provided that to the extent such cooperation exceeds the scope of Services specified in an Order Form, Remix will provide such cooperation as Professional Services pursuant to an SOW.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8.4 Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" means any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "Receiving Party") and identifies as "confidential" or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.

9.2 Protection of Confidential Information. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information

that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party

may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

10. INDEMNIFICATION

10.1 By Remix. Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non

infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "Exclusion"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any claim brought against Remix insofar as such claim is based on a claim by any third party arising from or relating to the Customer Data, the breach or alleged breach by Customer of Section 5.2 (Customer Warranties), or any Exclusion, and Customer will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees and costs) resulting from such claim.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "Term"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

11.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive expiration or termination of this Agreement for any reason.

11.4 Data Extraction. For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

12. CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to use of Customer's name and logo on Remix's web site and in Remix promotional materials. Customer agrees that Remix may disclose Customer as a customer of Remix.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts of San Francisco County, California for any lawsuit filed there against Customer by Remix arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is

prohibited.

13.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6 No Assignment. Except as provided in Section 13.10, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9 Independent Contractors. Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Remix.

13.10 Subcontractors. Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

13.11 Notices. All notices required or permitted under this agreement must be delivered in writing, if to Remix, by emailing *team@remix.com* and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.13 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix.

13.14 Permissive Cooperative Agreement. To the extent permitted by applicable law and as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Services covered under this Contract under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to (i) other contracting agencies of Customer and (ii) any other agency that has entered into, or in the future enters into, a cooperative purchasing agreement or similar arrangement with Customer (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Contractor.

EXHIBIT A

Service Levels

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT B

Professional Services

In addition to product support, Remix can provide the following services at an additional fee to be mutually agreed upon, in writing, at the time they are requested. Remix Services may include but are not limited to the following examples:

Task	Example
Data Entry	<ul style="list-style-type: none"> ● Timetable updates
GTFS	<ul style="list-style-type: none"> ● Building new GTFS
Reporting & analysis	<ul style="list-style-type: none"> ● Custom reports on or analysis of agency data or region in Remix ● Remix executed run cuts ● Assistance planning for fixed route. on-demand and flexible services

Facilitation & Training	<ul style="list-style-type: none"> • Remix-led stakeholder facilitation • Additional on-site training
Data Visualization	<ul style="list-style-type: none"> • GIS analysis

Rates for these services are provided below:

Role	2021 Rates
Project Manager	\$200 per hour
Associate	\$150 per hour





Remix Technologies, LLC

Documentation of Unique Functionality and Features

EXECUTIVE SUMMARY

Remix is the only provider of integrated transportation planning software that connects flexible data analysis with transit planning and street design, enabling transportation professionals with the complete mobility toolkit. The software empowers 350+ local governments and over 11,000 transportation professionals to plan better public transit, street infrastructure, and transportation policy. Remix Technologies, LLC brings decades of transportation expertise alongside accomplished software development experience to provide technology specifically designed for local government.

With Remix's flexible and robust data analysis capabilities, the Remix platform is the only transportation software specifically designed to help professionals integrate equity analysis into all workflows. Remix is built on, and champions, open data standards, making us uniquely positioned to work within an agency's existing processes, and minimizes an organization's risk for vendor lock-in, maximizing the potential for collaboration. Remix is the first and only collaborative mapping platform made to be used by multiple departments across a diverse set of stakeholders and, unlike other technology offerings, is intentionally designed for community engagement.

Remix is cloud-based and provides an unlimited number of user accounts within a customer organization, providing the flexibility to use Remix at home offices, team meetings, or stakeholder outreach, as well as access to the most-up-to-date version of Remix without hidden update fees or costly en-premise installation and maintenance. Remix is updated continuously based on customer feedback and research; in 2020, the product development team launched over 120 new features to the platform. Remix's best-in-class software is paired with Remix's expert customer success team, a team of consultants and transportation professionals to support the long-term success of our clients' transportation programs and projects. Each customer organization is assigned a dedicated Customer Success Manager, ready to ensure an organization is thriving from the moment it becomes a customer. When an organization procures Remix, they don't just procure technology — they procure transportation expertise, influence in software innovation, and access to Remix's large network of planning professionals.

Key Distinguishing Features



Powerful multimodal analysis

Remix is the only provider of integrated transportation planning software.

REMIX STREETS

Remix Streets is the only platform to explore new street design concepts, make data-driven decisions, and move a team's early-stage infrastructure projects forward, faster. Unique specifications include:

- Cloud-based software with drag-and-drop interface for right-of-way street design
- Initial concepts pull in OpenStreetMap data to auto-populate existing conditions for roads
- Plan view provides flexibility to incorporate changing conditions within a corridor
- Copy/paste, delete, and undo functionality
- Opacity controls to clearly see satellite imagery while designing
- Advanced Editing tools to create curves, tapers, and complicated intersections with precision
- Out-of-the-box or user uploaded Street Elements to add detail and clarity to street designs — Street Elements include MUTCD street signage, landscaping features, traffic signals, and more
- Out-of-the-box and custom data layer uploads like collisions and traffic volumes, to help make data-driven decisions



REMIX EXPLORE

Remix Explore is Remix's data platform designed for powerful and flexible data analysis that is visually compelling and easy-to-use. Designed to support anything from a board presentation, equity analysis, or grant funding proposals. Unique specifications include:

- Instant demographic statistics on any geographic boundary: a custom shape, point, line, or predefined region, like census tract or zip code
- "Breakdown Tables" to dig deeper and uncover the interaction between multiple demographic variables

Flexible data analysis

Remix is the only transportation planning platform designed for quick and flexible data analysis that is intuitive to use.

OUT-OF-THE-BOX DATA LAYERS

Out-of-the-box data layers and visualizations are available to customers immediately. Unique specifications include:

- For customers in the US: visualization of demographic data from American Community Survey (ACS), jobs data from Longitudinal Employer-Household Dynamics (LEHD), commutes data from Census Transportation Planning Product (CTPP), origin-destination data from Origin-Destination Employment Statistics (LODES), essential services data with Homeland Infrastructure Foundation-Level Data (HIFLD), infrastructure data with the Bureau of Transportation Statistics (BTS), and political boundaries data with Community Development Financial Institutions Fund (CDFI Fund) and Census.
- Interactive data layers for filtering and rescaling data
- “Delta Layers” to calculate change over time across multiple ACS and Census datasets

CUSTOM DATA LAYER UPLOADS

Custom datasets are sent by customers to their designated Customer Success Manager, and uploaded by Remix’s expert data visualization team. Unique specifications include:

- Data uploads shared across an account organization to promote collaborative workflows
- Examples of uploaded data include: historic ridership data, bus stop amenities, traffic collisions, vehicular turn counts, bike network data, etc.

DATA AGNOSTIC

The Remix platform is data-agnostic, built to ingest data from both proprietary and public sources. Unique specifications include:

- Dedicated data team that has supported over 3,000 datasets to date
- Proven experience partnering and integrating with other ITS vendors, such as Syncromatics, INRIX, Swiftly, and Via

OPEN DATA STANDARDS

Remix champions open data standards to minimize an agency’s cost of transforming data and to ensure interoperability with other systems. Over years, Remix has made significant contributions to leading transportation

data standards, like GTFS and Mobility Data Specification (MDS), so that an ecosystem of technology and tooling exists to help the broader transportation industry.



Designed for collaboration and community engagement

Remix is the first and only collaborative mapping platform made to be used by multiple departments across a diverse set of stakeholders and, unlike other technology offerings, is intentionally designed for community engagement.

UNLIMITED USERS PER CUSTOMER ORGANIZATION

One agency license includes access for an unlimited number of users within the customer agency.

WIDE RANGE OF IMPORTS AND EXPORTS TO PROMOTE INTEROPERABILITY

As a SaaS product, Remix is designed to work with existing agency tools and processes. Users can import and export existing information to GTFS and CAD. Other exports include Microsoft Excel, KML, shapefile, PNG images, as well as print-ready visuals in PDF.

COLLABORATION WITH INTERNAL STAKEHOLDERS

Remix is designed to assist the many collaborative components of the planning process. Unique specifications include:

- “Remix Commenting” to collect and manage feedback from colleagues
 - ◆ Geo-located comments that provide additional clarity and context about the project at hand
 - ◆ Threadable commenting for storing conversation in one place and makes collecting input easier to manage
 - ◆ Archived comments to categorize comments that are in active discussion vs comments addressed
- Project sharing through email invitation or shared links
 - ◆ A “viewed” list showing which invited users have viewed the project
 - ◆ Shared project links can be duplicated to preserve originals and support project versioning
- Transit lines that can be dragged and dropped across projects

→ “Sample Street Projects” in Remix Streets, which are templates of various street designs that users can copy and paste into their own projects to make the design process faster and easier

→ Shared organization-wide settings that are customizable per agency

COLLABORATION WITH EXTERNAL STAKEHOLDERS

Collaboration between a transportation agency and external stakeholders is a two-way street. That’s why Remix is intentionally designed for community engagement. Unique specifications include:

→ Read-only project view shared through web links

→ “Remix Commenting” to collect and manage feedback from external stakeholders

- ◆ Geo-located comments that provide additional clarity and context about the conversation at hand

- ◆ Optional threadable commenting that provides back-and-forth conversation between internal staff and external stakeholders

→ Comment export to keep record of public or external stakeholder feedback in one place

PRESENTATION-READY MAPS

Remix’s “Presentation Studio” turns transit projects into public-facing materials by providing additional polish and high resolution visuals. Unique specifications include:

→ Line styling by color, texture, and weight

→ Text annotations to provide additional clarity and notes to a map

→ Directional arrows and customizable bus stop icons

→ Exportable, high-resolution maps in PNG



Designed to help practitioners integrate equity into all workflows

Remix strives to help local governments achieve more equitable outcomes by expanding access.

TITLE VI SERVICE EQUITY ANALYSIS

Before and after census-based Title VI service equity analysis completed in 10-15 minutes.

“JANE,” REMIX’S ACCESSIBILITY TOOL

Jane analyzes a transit network’s access to workplaces and other resources. See “Remix Transit” for more details.

“BREAKDOWN TABLES”

Remix’s “Breakdown Tables” was co-developed with transportation advocates and policy experts to accelerate the pace of demographic analysis for grants, social impact analyses, and the understanding of who a project impacts. Read more about the co-development process [here](#). See “Remix Explore” for additional details.

REMIX’S CUSTOMER SUCCESS TEAM

Each customer agency is assigned a dedicated Customer Success Manager to support account creation, training, continued education, and best practice sharing. Unique to the Remix Customer Success Team are:



Trusted by 350+ local governments and 11,000 transportation professionals

Remix is a trusted technology company due to the company's joint expertise in software development and transportation planning and policy.

- Expertise in the industry with prior experience in transit planning, transportation planning, consulting, or urban studies
- Training and continued education for no additional charge

TECHNICAL SUPPORT

One agency license includes access for an unlimited number of users without the worry of maintenance, hosting, or software updates. Remix Technologies, LLC maintains the technology infrastructure and releases new features available immediately to active customers for no additional charge.

REMIX'S PRODUCT PHILOSOPHY

Remix builds continuously for improvements and new features in the product. Remix's product roadmap is determined by customer needs. In the calendar year 2020, Remix released over 120 product updates, all available to existing customers without additional cost or on-premise installation.

REMIX COMMUNITY

Remix brings together a community of experts, advocates, and practitioners to provide guidance and share recommendations. Unique to the Remix Community are:

- Remix's Advisory Committee comprised entirely of expert practitioners in the transportation sector. [Read more about the committee here.](#)
- Transpo Talk, a private Slack community for public sector transportation professionals -- initially created for the industry to gather and navigate the COVID-19 crisis and recovery together, and now functions as a community of over 600 professionals sharing best practices and forming connections.

COMPANY AWARDS

Company awards include:

- 2020 World Economic Forum Tech Pioneer - awarded to innovative organizations that the World Economic Forum considers "Technology Pioneers"

- 2020 BloombergNEF Pioneer - awarded to “game changing” organizations working in energy, transportation, and sustainable spaces
- 2016, 2017, 2018, 2019, 2020, and 2021 GovTech Top 100
- 2021 StateUp Top 21 Digital Innovation Company

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