

The 561st Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments

THURSDAY, December 20th, 2018 – 12:00 NOON
Metro COG Conference Room
One 2nd Street North, Suite 232
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 November 15, 2018 Board Meeting Action Item
 - d. Approve December 2018 Bills Action Item
2. Consent Agenda Action Item
 - a. November Month End Report
 - b. MnDOT 2019 Planning Agreement
 - c. 2019 TTC/Policy Board Meeting Schedule
 - d. 2019 Competitive Wage Adjustment/COLA
 - e. Accounting Services Consultant Selection and Contract
 - f. Policies & Procedures Revision
3. Regular Agenda
 - a. Public Comment Opportunity – Chair Mongeau Public Input
 - b. 2019-2022 TIP Amendment #1 Action Item
 - c. 2017-2018 UPWP Adjustment Action Item
 - d. TA Grant Prioritization Action Item
 - e. 2020-2023 NDDOT Urban Solicitation of Projects Action Item
 - f. West Fargo 9th Street Corridor Study RFP Action Item
 - g. Northwest Metro Transportation Plan RFP Action Item
 - h. MATBUS Transit Facility Analysis & Development Strategy Final Report Action Item
 - i. Fargo/West Fargo Parking & Access Management Study Final Report Action Item
 - j. Annual Employee Benefits Information Information Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, January 17, 2018 at 4:00 p.m. in the Metro COG Conference Room.

Red Action Items require roll call votes.

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

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

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

Agenda Item 1c, Attachment 1

**560th Policy Board Meeting
Fargo-Moorhead Metropolitan Council of Governments
Thursday, November 15, 2018 – 12:00 pm
Metro COG Conference Room**

Members Present:

Roger	Buscher	Moorhead Planning Commission
Steve	Gehrtz	Moorhead City Council
Eric	Gjerdevig	West Fargo City Commission
John	Koerselman	Horace City Commission
Jenny	Mongeau	Clay County Commission
Brad	Olson	West Fargo City Commission
Dave	Piepkorn	Fargo City Commission
Arland	Rasmussen	Cass County Commission
Kevin	Spaulding	Dilworth City Council
Sara	Watson Curry	Moorhead City Council (alternate for Brenda Elmer)

Members Absent:

Brenda	Elmer	Moorhead City Council
Shara	Fischer	Fargo Planning Commission
Tony	Gehrig	Fargo City Commission
Tony	Grindberg	Fargo City Commission
John	Gunkelman	Fargo Planning Commission
Rocky	Schneider	Fargo Planning Commission
John	Strand	Fargo City Commission

Others Present:

Adam	Altenburg	Metro COG
Luke	Champa	Metro COG
Bernie	Dardis	City of West Fargo
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Brenton	Holper	City of Horace
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Anna	Pierce	Metro COG
Bob	Walton	NDDOT – Fargo District

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

The meeting was called to order at 12:00 pm, on November 15, 2018 by Chair Rasmussen, noting a quorum was present. Introductions were made.

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

Chair Rasmussen asked for approval for the overall agenda.

MOTION: Approve the contents of the Overall Agenda of the 460th Policy Board Meeting.

Mr. Gehrtz moved, seconded by Mr. Olson.

MOTION, passed. 10-0

Motion carried unanimously.

1c. Past Meeting Minutes, approved

Chair Rasmussen asked for approval of the Minutes of the October 18, 2018 Meeting.

MOTION: Approve the October 18, 2018 Policy Board Meeting Minutes.

Ms. Mongeau moved, seconded by Mr. Gehrtz.

MOTION, passed. 10-0

Motion carried unanimously.

1d. Monthly Bills, approved

Chair Rasmussen asked for approval of the November 2018 Bills as listed on Attachment 1d.

MOTION: Approve the November 2018 Bills List.

Mr. Spaulding moved, seconded by Mr. Gjerdevig.

MOTION, passed. 10-0.

Motion carried unanimously.

2. CONSENT AGENDA

Chair Rasmussen asked for approval of Items a-f on the Consent Agenda.

- a. October End of Month Report
- b. Horace Comprehensive and Transportation Plan Consultant Selection
- c. FM Bikeways Gap Analysis Consultant Selection
- d. MATBUS Transit Facility Analysis and Development Strategy Contract Amendment
- e. Agreement for services for Food Systems Planning and Implementation Efforts
- f. 2018 Metro Profile

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

Mr. Spaulding moved, seconded by Mr. Gjerdevig.

MOTION, passed. 10-0.

Motion carried unanimously.

3. REGULAR AGENDA

3a. Public Comment Opportunity

No public comments were made or received.

No MOTION

3b. 2019-2020 Unified Planning Work Program

Ms. Gray presented the draft 2019-2020 Unified Planning Work Program (UPWP). Mr. Piepkorn asked if this UPWP would reflect the MPO's transition into a TMA. Ms. Gray said the transition is not included in this document, however, feels confident in the staffing levels to work efficiently until around 2020-2021. Staff will utilize the Census data collected in 2020 to move forward into the transition.

MOTION: Approve the Draft 2019-2020 Unified Planning Work Program for submittal to NDDOT and FHWA for final review and approval.

Mr. Olson moved, seconded by Ms. Mongeau.

MOTION, passed. 10-0

Motion carried unanimously.

3c. High Tension Guardrail Projects

Mr. Walton presented the NDDOT High Tension Guardrail Projects. The high-tension guardrails will be similar to those found in Minnesota. Fargo, Grand Forks, and Bismarck areas will have the first median updates.

No MOTION

3d. Appreciation for Chair Rasmussen

Ms. Mongeau thanked Mr. Rasmussen for his service as the Metro COG Policy Board chair for 2018, as well as congratulating him on his upcoming retirement.

No MOTION

3e. Election of New Policy Board Chair and Vice Chair

Per the Metro COG Policy Board bylaws, a new chair and vice chair must be elected at the end of each term. Mr. Rasmussen's Commission term ends on December 3rd, pushing the Metro COG chair election up to November.

MOTION: Election of Jenny Mongeau (Clay County) as Chair, and Brad Olson (West Fargo) as Vice-Chair.

Mr. Gehrtz moved, seconded by Mr. Buscher.

MOTION, passed. 10-0.

Motion carried unanimously.

4. Additional Business

No additional business.

5. Adjourn

MOTION: Adjourn the 460th Meeting of the FM Metro COG Policy Board

Mr. Olson moved, seconded by Mr. Buscher.

MOTION, passed. 10-0.

Motion carried unanimously.

The 460th Meeting of the FM Metro COG Policy Board held Thursday, November 15, 2018 was adjourned at 12:41 pm.

THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD December 20, 2018, 12:00 P.M. AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.

Respectfully Submitted,

Savanna Leach
Executive Secretary



Fargo-Moorhead Metropolitan
Council of Governments

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Fargo, North Dakota 58102-4807
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e: metrocog@fmmetrocog.org
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To: Metro COG Policy Board
From: Cindy Gray, AICP
Date: December 13, 2018
Re: **MnDOT 2019 Planning Agreement**

The Minnesota Department of Transportation (MnDOT) annually provides transportation planning funds to each MPO in Minnesota to assist the MPO in achieving the elements and work tasks identified in its Unified Planning Work Program (UPWP). The funding identified for 2019 is \$26,820 in state funds and is contingent on terms of the contract **(attachment 1)**.

Staff is seeking approval of the contract with MnDOT, and authorization of the Chair and Executive Director to sign on behalf of Metro COG.

Requested Action: Approve the Policy Board Chair to sign on behalf of the MPO the 2019 Minnesota Department of Transportation Planning Grant contract and to forward it to MnDOT.

**STATE OF MINNESOTA
GRANT AGREEMENT**

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

RECITALS

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

AGREEMENT TERMS

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

- 1.1. **Effective Date.** This agreement will be effective on January 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, subdivision 5, whichever is later. As required by Minnesota Statute § 16B.98, subdivision 7, no payments will be made to Grantee until this agreement is fully executed. **Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2. **Expiration Date.** This agreement will expire on December 31, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 9. Liability; 10. State Audits; 11. Government Data Practices; 12. Intellectual Property Rights; 13. Workers Compensation; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.
- 1.4. **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

1. Grantee's Duties

- 1.1. Grantee, who is not a state employee, will:
 - 1.1.1. Perform in a satisfactory and timely manner the work activities defined in its Calendar Year (CY) 2019 Unified Planning Work Program (UPWP), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
 - 1.1.2. Prepare and submit to the State for approval a CY 2020 UPWP delineating the activities and expenditures of CY 2020 state grant funds. The UPWP must include a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.

1.1.3. Utilize the MnDOT Template when preparing the Transportation Improvement Program (TIP).

1.2. Grantee will comply with all required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, subdivision 4 (a) (1).

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

1.4. **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State's Authorized Representative all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within 10 business days.

2. Time

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

3. Consideration and Payment

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

3.1.1. **Compensation.** Grantee will be paid a lump sum of \$26,820.00. Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source.

3.1.2. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$26,820.00.

4. Payment

4.1. **Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted in a timely manner after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter.

4.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes § 16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.3.1. For agreements of \$50,000 or more, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures during the period of performance.

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

prior to any monitoring visit or financial reconciliation.

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

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

4.3.2. **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

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

5. Conditions of Payment

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

6. Authorized Representatives

6.1. The State's Authorized Representative is Bobbi Retzlaff, Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3793, bobbi.retzlaff@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. Grantee's Authorized Representative is: Cindy Gray, Executive Director, Case Plaza Suite 232, 1 N Second St, Fargo ND 58102, 701-232-3242, gray@fmmetrocog.org. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7. Assignment Amendments, Waiver, and Grant Agreement Complete

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

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

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

7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability

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

9. State Audits

9.1. Under Minnesota Statute § 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the

required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices

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

11. Intellectual Property Rights.

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

11.1.1. Obligations

- 11.1.1.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 11.1.1.2. **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or

Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

12. Workers Compensation

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

13. Publicity and Endorsement

- 13.1. **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.
- 13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13.3. **Disclaimer.** The Grantee must include the following statement in all plans, studies and reports funded under this contract: "The preparation of this report has been funded in part by the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Minnesota Department of Transportation. The report does not constitute a standard, specification, or regulation."

14. Governing Law, Jurisdiction, and Venue

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

15. Termination; Suspension

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

government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Data Disclosure

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

17. Fund Use Prohibited.

- 17.1. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

18. Discrimination Prohibited by Minnesota Statutes §181.59.

- 18.1. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

19. Limitation.

- 19.1. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

20. Additional Provisions

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase _____

Order No. _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(With delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCE – GRANT UNITS

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT 1
Financial Assistance

Legal Name	Faro-Moorhead Council of Governments
Contract Number	1031982
Contract Type / Program	State Metropolitan Planning Grant

Project Description	
Metropolitan Planning Grant – State Planning Assistance	
Total State Award	\$26,820.00
Required Local Match	\$6,705.00

EXHIBIT 2
Invoices



Greater Minnesota Metropolitan Planning Organization
Request for State Funds
Calendar Year 2019

GRANTEE: MPO Name:
Address:
Telephone:
Recipient Agency Authorized Representative:

Payment Request:		Total=	_____
<input type="checkbox"/> First quarter (January 1 – March 31)	<input type="checkbox"/> Third quarter (July 1 – September 30)	Local Match=	_____
		(20%)	_____
<input type="checkbox"/> Second quarter (April 1 – June 30)	<input type="checkbox"/> Fourth quarter (October 1 – December 31)	State Funds=	_____
		(80%)	_____
Amount of Requested State Planning Funds:			_____

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

Signature: _____ Date _____
Recipient Agency Authorized Representative

MnDOT

_____ Date _____
Approval of MnDOT District Representative

_____ Date _____
Approval by MnDOT OTSM MPO Planning Program Coordinator

MnDOT use only:	
Contract #:	Fiscal Year:
Swift Contract ID #:	Purchase Order ID #:

To: Metro COG Policy Board
From: Cindy Gray, AICP
Date: December 13, 2018
Re: **2019 TTC/Policy Board Meeting Schedule**

Annually, Metro COG publishes the meeting dates of the Technical Transportation Committee (TTC) and the Policy Board in January. Typically, the TTC meets monthly on the second Thursday at 10:00 a.m., the Policy Board meets monthly on the third Thursday at 4:00 pm., and meetings are subject to date/time change and cancelation. All meetings take place in the Metro COG Conference Room located at One 2nd Street N, Suite 232, Fargo, ND 58102. Below is a listing of the dates when each committee meets.

2019	
Transportation Technical Committee	Metro COG Policy Board
January 10, 2019	January 17, 2019
February 14, 2019	February 21, 2019
March 14, 2019	March 21, 2019
April 11, 2019	April 18, 2019
May 9, 2019	May 16, 2019
June 13, 2019	June 20, 2019
July 11, 2019	July 18, 2019
August 8, 2019	August 15, 2019
September 12, 2019	September 19, 2019
October 10, 2019	October 17, 2019
November 14, 2019	November 21, 2019
December 12, 2019	December 29, 2019

Requested Action: Approve the proposed 2019 Transportation Technical Committee and Policy Board meeting schedule, to be published in the newspaper of record and on Metro COG's website.

To: Metro COG Policy Board
From: Cindy Gray, AICP
Date: December 13, 2018
Re: **2019 Competitive Wage Adjustment**

The Policy Board annually determines if Metro COG staff should receive a Competitive Wage Adjustment (formerly COLA). Since Metro COG uses the City of Fargo salary grade pay scale, it has been Policy Board practice to make adjustments consistent with the City of Fargo.

The City of Fargo made a two percent (2%) adjustment to its employee pay scale. This was confirmed with the City of Fargo Human Resources Department. If approved, the Competitive Wage Adjustment would be effective January 1, 2019. Adjusting the Pay Plan by two percent (2%) would keep Metro COG in line with the City of Fargo's Pay Plan and would be consistent with the approved budget and UPWP.

Staff requested COLA information from all jurisdictions for comparison: Cass County (1.4%), Clay County (N/A), City of Dilworth (3%), Horace (3%), City of Fargo (2%), Moorhead (2.5%), West Fargo (2%).

Requested Action: Metro COG requests approval of the proposed two percent (2%) Competitive Wage Adjustment.

To: Metro COG Policy Board
From: Cindy Gray, AICP
Date: December 13, 2018
Re: **Accounting Services Consultant Selection and Contract**

In August, the Metro COG Policy Board approved the Request for Proposals (RFP) for agency Accounting Services. Accounting Services were budgeted as an overhead cost in the 2019-2020 UPWP.

Only one firm sent a proposal, Balance Tax & Accounting, with whom Metro COG is currently contracted until December 31, 2018. Staff is satisfied with the service that Balance has provided thus far, and has developed a good working relationship.

Balance Tax & Accounting's proposal included a monthly fixed-fee agreement of \$1,275.00, not to exceed \$15,300 for the year. The contract includes a provision to extend the contract terms up to an additional three (3) years, an amendment to the contract would need Policy Board approval.

Requested Action: Metro COG is seeking Policy Board approval of Metro COG entering into contract with Balance Tax & Accounting for accounting services.

**AGREEMENT FOR SERVICES
BETWEEN
BALANCE TAX AND ACCOUNTING AND THE
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the Fargo-Moorhead Metropolitan Council of Governments (hereinafter called Metro COG or Client), and Balance Tax and Accounting (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, Metro COG desires to retain the Consultant to provide such services with respect to the Client's project known as 2019 Accounting Services (the Project).

NOW THEREFORE, the parties hereto do mutually agree as follows:

- A. Employment of Consultant and Scope of Work: Metro COG hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform those tasks and activities as outlined in the Consultant's Statement of Qualifications, and the Consultant's letter of November 28th, 2018 as illustrated on **Exhibit A** attached hereto and incorporated herein by this reference (the Work Plan).
- B. Time of Performance: The services of the Consultant are to commence as soon as practicable after execution of this Agreement. All products shall be completed and delivered to Metro COG by the dates as set forth on **Exhibit A**.
- C. Conflicts of Interest: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of Metro COG and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.
- D. Ownership of Work Product: All work products and copyrights of the contract, which result from this contract, are the exclusive property of Metro COG, with an unlimited license for use by the federal government and its assignees without charge.
- E. Personnel & Subcontracting: The Consultant will secure, in accordance with the Scope of Work, all personnel required in performing the services under this contract. The Consultant shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of

Metro COG. Any agreement with a subconsultant does not create a contractual relationship between the Metro COG and the subconsultant.

- F. Assignments: The Consultant shall not assign nor transfer the Consultant's interests or duties under this agreement without the express written consent of the state.
- G. Procurement - Property Management: The Consultant shall adhere to 2 CFR 200 when procuring services, supplies, or equipment, which are incorporated into this agreement by reference and are available from Metro COG.
- H. Termination:
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
 - b. In addition, Metro COG may terminate this contract effective upon delivery of written notice to the Consultant, or at such later date as may be established by Metro COG, under any of the following conditions:
 - 1. If Metro COG funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;
 - 3. If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this contract is for any reason denied, revoked, or not renewed;

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

 - a. Metro COG, by written notice to the Consultant, may terminate the whole or any part of this agreement:
 - 1. If the Consultant fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - 2. If the Consultant fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from Metro COG, fails to correct such failures within ten days or such longer period as Metro COG may authorize.
- I. Governing Law: Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed.

J. Additional Services: From time to time hereafter, the parties hereto may agree to the performance by the Consultant of Additional Services with respect to the Project. Also, Metro COG may choose to extend this contract for Accounting Services for up to an additional three (3) years (2020-2022). Any such agreement shall be set forth in writing in an Addendum and shall be executed by the respective parties prior to Consultant's performance of any services thereunder. Upon proper completion and execution of any such Addendum, such Addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Addendum were a part of this Agreement as originally executed. The performance of services pursuant to an Addendum shall be subject to the terms and conditions of this Agreement except where the Addendum shall control. In all other respects, any Addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

K. Compensation:

1. The total cost to Metro COG for the performance of work pursuant to this Agreement shall not exceed a fixed fee total of fifteen thousand three hundred dollars (\$15,300) for January through December, 2019. This amount will include ALL project costs including labor, general and administrative overhead, travel, materials, supplies, subcontracts, and miscellaneous.
2. The Consultant shall receive payment pursuant to the following:
 - a. Fixed Fee
Metro COG shall compensate the Consultant for labor services on the basis of a monthly fixed fee of \$1,275.00 as outlined in **Exhibit A**.

L. Allowable Costs and Documentation:

1. Allowable cost must be made in conformance with the project description and the project budget, and all other provisions of this contract, and:
 - a. Be necessary in order to accomplish the project.
 - b. Be reasonable in amount of the goods or services purchased.
 - c. Be actual net costs to the Consultant (i.e., the price paid minus any refunds, rebates or other items of value received by the Consultant which have the effect of reducing the cost actually incurred).
 - d. Be incurred (and be for work performed) after the date of this contract, unless specific authorization from Metro COG to the contrary is received.
 - e. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by Metro COG for its Consultants.
2. All costs charged to the project, including any approved services contributed by the Consultant or others, shall be documented and supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing, in detail, the nature and propriety of the charges.

- M. Records: The Consultant shall maintain all accounting and project records Metro COG may require. Such records shall be made available to Metro COG, and the state and federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.
- N. Method of Payment: Metro COG shall pay the Consultant on a monthly basis. The payment shall be made upon the Consultant's submission of a bill for the previous month's expenses and Metro COGs approval thereof. Such billing shall be made as hereinafter provided in this section.
1. The Consultant shall submit to Metro COG an itemized invoice [identified as INVOICE FOR (month, year)] for the Consultant's eligible costs incurred during that month. Said invoice shall be received by Metro COG on or before the second Thursday of the month in which payment is being requested. Metro COG shall remit one hundred percent of the amount of the approved invoice within thirty days of invoice receipt. Invoices received after the second Thursday of the following month will be payable within sixty days of invoice receipt.
 2. For the final payment, an itemized invoice (identified as FINAL INVOICE) for the Consultant's remaining eligible costs, shall be submitted upon completion of the project when project deliverables are approved by Metro COG, the City of Fargo, and state and federal grantor agencies. Metro COG shall remit one hundred percent of the amount of the approved invoice within thirty days of invoice receipt if deliverables are approved and the invoice is received by Metro COG on or before the second Thursday of the month in which payment is being requested. Invoices received after the second Thursday of the month will be payable within sixty days of invoice receipt.
- O. Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- P. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.
- Q. Publication, Reproduction, and Use of Materials. No material produced in whole or part under this Agreement shall, during the life of this Agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from Metro COG and its state and federal grantor agencies before any report, handbook, cassettes, manual, intermediate, or results are published. Draft copies of all deliverables must be prepared by the Consultant and reviewed and approved by Metro COG and its state and federal grantor agencies before publication. The Consultant, subject to the approval by Metro COG and its state and federal grantor agencies, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, and reports, data, or other materials prepared under this Agreement.
- R. Risk Management and Liability Considerations:

1. Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant under the Agreement, shall not be considered employees of Metro COG; and any and all claims that may or might arise under the Workmen's Compensation Acts of any state on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the Consultant, Consultant's employees or other persons while so engaged on any of the work or services to be rendered shall in no way be the obligation or responsibility of Metro COG or state and federal grantor agencies.
2. The Consultant will indemnify and hold harmless Metro COG, or state and federal grantor agencies and all of their officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages incurred by any persons, organizations, or property resulting from the negligent operations of the Consultants in prosecuting work under this agreement.
3. The Consultant agrees to defend, indemnify, and hold harmless Metro COG, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on Metro COG or the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by the Consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and/or State is necessary. Consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for reasonable costs, expenses and attorneys' fees incurred if Metro COG or the State prevail in an action against the Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.
4. 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: 1) commercial general liability with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate; 2) automobile liability with limits of at least \$1,000,000, combined single limit; and 3) workers compensation insurance in amounts as required by statute; all covering the Professional for any and all claims of any nature applicable to such insurance which may in any manner arise out of or result from this agreement. 4) Metro COG shall be endorsed on the commercial general liability and automobile liability policies as additional insured's. 5) Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Metro COG. 6) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Metro COG representative, except for Workers' Compensation. **The Professional shall furnish a certificate of insurance evidencing the requirements in 1, 2, 4, and 5 above to the undersigned representatives of the Governments prior to commencement of this agreement.** Metro COG reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.
5. When a portion of a Contract is sublet, the Consultant shall obtain insurance protection (as

outlined above) to provide liability coverage to protect the Consultant, Metro COG and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subconsultants performing work under the Contract 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.

6. The Consultants insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG. Any insurance, self-insurance or self-retention maintained by Metro COG shall be excess of the Consultants 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 Professional from meeting the retention limit under the policy. The Consultants insurance coverage shall be shared equally by the Consultant and the Metro COG until the Consultants insurance coverage is exhausted. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG 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.

7. Consultant shall secure and keep in force during the term of this agreement and for at least 12 months thereafter from an insurance company authorized to do business in North Dakota, professional liability insurance covering its liability for negligent acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000 per claim, \$1,000,000 aggregate.

S. Deliverables and Products. The consultant shall provide Metro COG with deliverables and product within the established schedule as outlined in **Exhibit A**.

T. Eligibility of Proposer, Non-Procurement Debarment and Suspension Certification, and Restrictions on Lobbying. The Consultant is advised that his signature on this contract certifies that the Consultant and his agent will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover the Consultant affirms his compliance with the federal Debarment and Suspension Certification (**Exhibit B**) and the Federal Restrictions on Lobbying (**Exhibit C**).

U. Title VI Assurances. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, or income status**, in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**. ** 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, 29 U.S.C. 791; and low income, E.O. 12898.
 4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- V. Disadvantaged Business Enterprise: In the performance of this agreement, the Consultant shall cooperate with Metro COG in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for

subcontract work under this agreement. The Consultant shall comply with the requirements of 49 CFR Part 26.

The Consultant shall not discriminate on the basis of race, color national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Metro COG's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Consultant of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.)

The Consultant will include the following paragraph verbatim in any subcontracts they sign relative to this project:

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Metro COG deems appropriate.

- W. Disability: The Consultant shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.
- X. Successors in Interest: The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereby, and their respective successors and assigns.
- Y. Notice: All notices, certificates, or other communications shall be considered sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Cynthia R Gray
Executive Director
F-M Metro COG
Case Plaza, Suite 232
1 – 2nd Street N
Fargo, ND 58102
701.532.5103

Jamie Passanante
Project Manager
Balance Tax and Accounting
3212 14th Ave S, Suite 1
Fargo, ND 58103
701-365-0319

- Z. Merger and Waiver: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Consultant, by the signature below of its authorized representative, hereby acknowledges that the Consultant has read this agreement, understands it, and agrees to be bound by its terms and conditions.
- AA. Metro COGs Responsibilities. Metro COG shall do the following in a timely manner so as not to delay the services of the Consultant:
1. Designate a person to act as Metro COGs representative with respect to the Services. Metro COGs designee shall have complete authority to transmit instructions, receive information, interpret and define Metro COGs policies and decisions with respect to the Services.
 2. Furnish the Consultant with all information, criteria, objectives, date, schedules and standards for the Project and the Services.
 3. Examine all drafts, reports, memos, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the Services.
- AB. Additional Federal Clauses. The Consultant must comply with all provisions in **Exhibit D**, which is attached and incorporated by reference herein.

IN WITNESS THEREOF:

Balance Tax and Accounting

Jamie Passanante, Owner

WITNESS: _____

Dated this ____ day of _____, 20__.

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

Cynthia R. Gray, Metro COG Executive Director

WITNESS: _____

Dated this ____ day of _____, 20__.

EXHIBIT A (Part 1)

Proposal

Exhibit A (Part 2)

Scope of Work

Exhibit A (Part 3)

Fee Schedule

Exhibit B

Debarment of Suspension Certification

Exhibit C

Certification of Restriction on Lobbying

Exhibit D

Additional Federal Clauses



To: Metro COG Policy Board
From: Cindy Gray, Executive Director
Date: December 14, 2018
Re: **Personnel Policy Change to Section 8.08.02 Proper Attire**

The current policy regarding dress code at work lacks clarity and does not apply to some of the work conditions dealt with by Metro COG staff. Furthermore, some aspects of the policy are outdated and do not recognize current clothing and footwear options that are typically considered acceptable in a professional work environment.

Attachment 1 is the current policy. **Attachment 2** is the proposed new policy. The format, wording and tone of the policy is largely drawn from the Target Corporation's "Dress for Your Day" policy, with changes that tailor the policy for Metro COG.

The intent of the policy is to be practical and flexible, allowing for a variety of work conditions and tasks, ensure safety and comfort, while maintaining an overall level of professionalism in the organization.

The draft policy was reviewed by the Executive Committee at their December meeting, and they unanimously recommended approval to the Policy Board.

Requested Action: Approve the Dress for Your Day policy in place of the current policy regarding Proper Attire.

- 2.06. **Employment of Relatives.** Additional members of the immediate family of current regular employees of Metro COG shall not be considered for employment by Metro COG. Such immediate family members shall include father, mother, sister, brother, spouse or child.
- 2.07. **Political Activity.** Metro COG employees' political activity shall be governed by the Federal Employees Political Activities Act of 1939 (Hatch Act), as amended 1993 and the North Dakota Century Code. The Act prohibits federal employees, employees of the District of Columbia and certain employees of state and local governments from engaging in partisan political activity. North Dakota law prohibits engaging in political activities while on duty. This prohibition does not include voting in any legal authorized Federal, state, county or local election. Nor does it mean to limit an employee's right to express his or her opinion or to support parties or candidates.

It is Metro COG policy, due to the agency's mission, role and relationship with government officials that employees may not engage in political activities affecting local or state elections such as seeking office, campaigning for or against any candidate, soliciting funds for campaign expenses for any candidate or soliciting or urging any other employees to vote for or against any candidate.

Additionally, current regular employees of Metro COG shall not:

- Use his or her official authority or influence for the purpose of interfering with or affecting the result of election or nomination for office;
 - Directly or indirectly coerce, attempt to coerce, command or advise a state or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.
- 2.08. **Professional Deportment.** Metro COG is committed to maintaining a workplace where a professional and business-like atmosphere prevails. Employees are expected and required to deport themselves professionally at all times.

2.08.01 Proper Attire. Employees shall dress and act accordingly. Business casual should be the predominate attire. Jeans may be worn as long as they are not torn, stained or otherwise inconsistent with a professional appearance. Sandals, flip-flops and t-shirts are not permitted.

Employees who do not conform to this provision shall be asked to leave the office and return in state of dress or deportment consistent with the professional standards expected. Employee shall use personal vacation leave for the time required to address these issues.

DRAFT Metro COG Dress for your Day Guidelines

“Dress for your Day” means using good judgement when deciding what to wear to work every day, with just a few basic guidelines. Consider what your workday looks like in terms of your own scheduled activities and other activities going on in the office, and take it from there.

For example:

- If you have a big day, such as a TTC meeting, Policy Board meeting or another committee meeting, you might wear something like a dress, a jacket, a tie, or dress pants and a blazer/sport coat.
- If your day is more low-key, jeans and a nice polo, dress shirt, blouse, sweater or tunic might be fine.
- If you are meeting with a local staff person, and you know that person generally dresses casually, such as jeans and a polo/shirt/blouse, you might choose to dress in a similar manner.
- If you are making a field visit, setting traffic counters, or spending time outdoors, dress for safety and comfort, which will depend on the weather.

The list below contains examples of items that are never acceptable at Metro COG:

- Heavily worn shoes (e.g. worn out shoes, or shoes with holes worn in them), rubber or foam style flip flops and generally flip flops of any kind, or Birkenstock-style sandals
- Worn out clothing, such as clothes with holes or stains (an exception could be distressed denim, for example, provided it cannot be seen through – use your best judgement).
- Clothing with potentially offensive graphics or words
- Shorts, overalls, sweats, workout clothes, or jogging suits
- Hats or caps, unless medically necessary
- Leggings unless worn with an appropriate length dress, skirt or top that would not fall into the category of short mini-skirt
- Halter tops, sheer or revealing clothing (e.g. bare midriffs, short miniskirts, tube tops)
- Spaghetti-strap tops or dresses unless covered by a jacket or sweater

Dressing for your day is all about showing your individuality in an appropriate, good-judgement kind of way. Use the general rule that if you are questioning whether a certain piece should be worn, it's probably best to not wear it. If you are unsure of whether you should dress more casually or more formally, it might be safest to lean toward the more dressy, professional attire.

To: Metro COG Policy Board
From: Luke Champa
Date: 12/14/2018
Re: **2019-2022 Transportation Improvement Program Amendment #1**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) held a public meeting at the Case Plaza Conference Room at One 2nd Street North, Suite 232, in Fargo, North Dakota on Thursday, December 13, 2018 at 10:00 a.m. to consider public comments regarding a proposed amendment to the 2019-2022 Transportation Improvement Program (TIP) for the FM Metropolitan Area. As of December 13, 2018, no public comments were received about amendment #1. The proposed amendment to the 2019-2022 TIP is as follows:

1. **Addition of Project 5162657:** 2016 project added to TIP so MATBUS can close out the grant.
2. **Addition of Projects 5162675, 515034, & 5162690:** 2017 projects added to TIP so MATBUS can close out the grants.
3. **Addition of Projects 5162676, 518010, & 5162679:** 2018 projects added to TIP so MATBUS can close out the grants.
4. **Modification of Project 5192624:** Project total increased to \$3,300,000 of which \$386,000 is funded by Federal Section 5307 funds and the remainder funded through the State.
5. **Addition of Project 4191001:** Renovation of the Ground Transportation Center (GTC). The total project cost is \$1,988,750 of which \$1,591,000 is funded by Federal Section 5339 funds, and \$397,750 through local matching funds.
6. **Addition of Project 4191002:** Purchase of a forklift (2/3 share). The total project cost is \$20,000 of which \$16,000 is funded by Federal Section 5339 funds, and \$4,000 through local matching funds.
7. **Addition of Project 4191003:** Replacement of 10 shelters. The total project cost is \$100,000 of which \$80,000 is funded by Federal Section 5339 funds, and \$20,000 through local matching funds.
8. **Addition of Project 4191004:** Purchase of mobile lifts (2/3 share). The total project cost is \$30,000 of which \$24,000 is funded by Federal Section 5339 funds, and \$6,000 through local matching funds.
9. **Addition of Project 4191005:** Replacement of five shelters. The total project cost is \$50,000 of which \$40,000 is funded by Federal Section 5310 funds, and \$10,000 through local matching funds.
10. **Addition of Project 4191006:** Mobility Manager Salary (Fargo share). The total project cost is \$64,365 of which \$51,492 is funded by Federal Section 5310 funds, and \$12,873 through local matching funds.

11. **Addition of Project 5180024:** Renovation of GTC. Total project cost is \$360,000 of which \$288,000 is funded by Federal Section 5307 funds, and \$72,000 through local matching funds.
12. **Addition of Project 4191008:** Reimbursement of \$800,000 FTA funds used to construct the now Municipal Court Building. Funded entirely through local matching funds.
13. **Modification of Project 4190003:** Year changed from 2022 to 2021, per the final STIP.
14. **Modification of Project 9162667:** Year changed from 2021 to 2020 and project total decreased to \$1,920,000 of which \$1,728,000 is funded by Federal Interstate Maintenance funds, and the remainder through the State.
15. **Removal of Projects 9190026 & 9190027:** Projects removed from final STIP.
16. **Addition of Project 9191007:** Lift station & storm sewer construction. The total project cost is \$2,500,000 of which \$2,250,000 is funded by Federal Interstate Maintenance funds, and \$250,000 through the State.

The Transportation Technical Committee unanimously recommended approval of Amendment #1 to the 2019-2022 TIP.

Requested Action: Metro COG requests approval of the proposed Amendment #1 to the 2019-2022 Transportation Improvement Program.

Lead Agency	Metro COG ID	Project Year	Project Location	Length To	Project Limits From	Project Description	Improvement Type	Total Project Cost	Federal Revenue	Other Revenue	Revenue
Amendment #1											
Moorhead Transit	5162657	2019	Transit			Reimbursement for Miscellaneous Support Equipment *Purchased in 2016	Transit Capital	\$ 17,000	FTA 5307	Local	\$ 13,600 \$ 3,400
Moorhead Transit	5162675 TRF-0034-17E	2019	Transit			Reimbursement for one fixed route class 700 bus (Replaces unit 591) *Purchased in 2017	Transit Capital	\$ 482,000	FTA 5307	Local	\$ 385,600 \$ 96,400
Moorhead Transit	515034 TRF-0034-17D	2019	Transit			Reimbursement for one 2012 Paratransit vehicle class 400 (Replaces unit 1218) *Purchased in 2017	Transit Capital	\$ 65,000	FTA 5307	Local	\$ 52,000 \$ 13,000
Moorhead Transit	5162690 TRF-0034-16F	2019	Transit			Reimbursement for one Senior Van *Purchased in 2017	Transit Capital	\$ 25,000	FTA 5307	Local	\$ 20,000 \$ 5,000
Moorhead Transit	5162676 TRF-0034-18F	2019	Transit			Reimbursement for one fixed route class 700 bus (Replaces unit 592) *Purchased in 2018	Transit Capital	\$ 482,000	FTA 5307	Local	\$ 385,600 \$ 96,400
Moorhead Transit	518010 TRF-0034-18A	2019	Transit			Moorhead Transit Operation Assistance *Purchased in 2018	Transit Operations	\$ 2,900,000	FTA 5307	State	\$ 415,000 \$ 2,485,000
Moorhead Transit	5162679 TRF-0034-18E	2019	Transit			Reimbursement for one van class 200 and van related equipment *Purchased in 2018	Transit Capital	\$ 28,000	FTA 5307		\$ 22,400 \$ 5,600
Moorhead Transit	5192624 TRF-0034-19A	2019	Transit			Moorhead Transit Operation Assistance	Transit Operations	\$ 3,300,000	FTA 5307	State	\$ 386,000 \$ 2,914,000
Fargo Transit	5180024	2019	Transit			Renovation of the Ground Transportation Center *Left over capital bus purchase 2017 STBGP Transfer	Transit Capital	\$ 360,000	FTA 5307		\$ 288,000 \$ 72,000
Fargo Transit	4191001	2019	Transit			GTC Renovation	Transit Capital	\$ 1,988,750	FTA 5339	Local	\$ 1,591,000 \$ 397,750
Fargo Transit	4191002	2019	Transit			Forklift (Fargo 2/3 share)	Transit Capital	\$ 20,000	FTA 5339	Local	\$ 16,000 \$ 4,000
Fargo Transit	4191003	2019	Transit			Replace 10 Shelters	Transit Capital	\$ 100,000	FTA 5339	Local	\$ 80,000 \$ 20,000
Fargo Transit	4191004	2019	Transit			Mobile Lifts (fargo 2/3 share)	Transit Capital	\$ 30,000	FTA 5339	Local	\$ 24,000 \$ 6,000
Fargo Transit	4191005	2019	Transit			Replace 5 shelters	Transit Capital	\$ 50,000	FTA 5310	Local	\$ 40,000 \$ 10,000
Fargo Transit	4191006	2019	Transit			Mobility Manager Salary (Fargo share)	Transit Operations	\$ 64,365	FTA 5310	Local	\$ 51,492 \$ 12,873
Fargo Transit	4191008	2019	Transit			Reimbursement of FTA funds used to construct the now Municipal Court Building	Transit Capital	\$ 800,000		Local	\$ 800,000

	Metro	Project	Project	Length	Project Limits		Project Description	Improvement Type	Total Project Cost	Federal Revenue	Other Revenue	Revenue
Lead Agency	COG ID	Year	Location	To	From							
Fargo	4190003	2021	32nd Ave S	32nd Street	25th Street			Reconstruction	\$ 10,400,000	STBGP	Local	\$ 4,700,000 \$ 5,700,000
NDDOT	9162667 8120	2020	I-94W	10.9 E Casselton	Near W Fai Thin Overlay			Rehabilitation	\$ 1,920,000	IM	State	\$ 1,728,000 \$ 192,000
NDDOT	9190026 22203 8308	2022	I-94E	2 W Horace R	c 1 mi W 45t CPR **Project Dropped			Rehabilitation	\$ 380,000	IM	State	\$ 342,000 \$ 38,000
NDDOT	9190027 22203 8310	2022	I-94W	2 W Horace R	c 1 mi W 45t CPR **Project Dropped			Rehabilitation	\$ 378,000	IM	State	\$ 340,000 \$ 38,000
NDDOT	9191007 8322	2022	I-94W	1.9 Red River	E 25th St In Lift Station, Storm Sewer			Maintenance	\$ 2,500,000	IM	State	\$ 2,250,000 \$ 250,000

To: Metro COG Policy Board
From: Cindy Gray, Executive Director
Date: December 13, 2018
Re: **2017-2018 UPWP Amendment – Adjustments to Staff Hours and Budget**

At the end of each year, Metro COG reviews the hours spent by staff on various areas of our work program over the course of the year, and compares that to the hours that were anticipated within the UPWP. If significant deviations exist, it becomes necessary to prepare a UPWP Amendment to adjust the budget to be more in line with the way the hours have been and continue to be spent as the end of the year approaches.

Overall, Metro COG's staff hours were nearly 20 percent lower than the number of hours budgeted. This is due to the Executive Director Position remaining open for nearly half the year. In addition, one staff person was on maternity leave for approximately 12 weeks, and another took a smaller amount of time off for paternity leave. Another reason for the lower hours is the fact that the staff budget in the 2017-2018 UPWP did not account for hours associated with holidays, vacation, and sick leave.

Table 1 shows the budget and staff hours associated with each program area of the UPWP. In addition, the proposed adjustment is shown, along with information about the amount and percentage of the adjustment.

Table 1 – Adjustment of 2018 Staff Hours and Budget

Program Area	2018 from UPWP		2018 Proposed Adjustment		Amount and Percentage of Adjustment		
	Budget	Staff Hours	Budget	Staff Hours	Budget	Staff Hours	Percent Change
100 Policy and Administrative Forums	\$50,190.60	1,170	\$51,122.33	1,238	\$931.73	68	5.8%
200 Contracted Planning	\$108,220.30	2,490	\$88,126.25	1,989	-\$20,094.05	-501	-20.1%
300 Federal Transportation Planning & Documentation	\$60,234.15	1,210	\$60,234.15	1,210	\$0.00	0	0.0%
400 Technical Transportation Data & Analysis	\$84,364.83	2,235	\$65,826.17	1,708	-\$18,538.66	-527	-23.6%
500 Transit Planning	\$19,012.29	485	\$8,671.48	204	-\$10,340.81	-281	-57.9%
600 Bicycle & Pedestrian Planning	\$37,594.58	1,030	\$24,519.24	594	-\$13,075.34	-436	-42.3%
700 Local Planning Assistance	\$51,129.60	1,275	\$36,365.11	956	-\$14,764.49	-319	-25.0%
800 General Administration	\$141,604.25	3,525	\$102,648.81	2,837	-\$38,955.44	-688	-19.5%
900 Publications Public Information and	\$9,714.84	300	\$14,033.89	406	\$4,319.05	106	35.3%
1000 Community Planning and Technical Assistance	\$48,482.19	1,320	\$33,326.14	922	-\$15,156.05	-398	-30.2%
Total	\$610,547.63	15,040	\$484,873.56	12,064	-\$125,674.07	-2,976	-19.8%

Each of the Program Area changes are described below.

100 Policy and Administrative Forums

The hours and budget for this area require a small increase to account for staff hours that exceed the budgeted amount. Tasks in this category include coordination with and preparation for Transportation Technical Committee, Policy Board, Executive Committee, and other federal, state, and local committee meetings.

200 Contracted Planning

Contracted planning hours entail staff administration of consultant-led studies, along with coordination of the project team and technical assistance to the consultant and local staff. Since UPWP Amendment 6, which included several new consultant-led projects, was not approved until July of 2018, fewer staff hours were spent on this area of the work program than anticipated. The responsibilities of the Interim Director/Senior Transportation Planner during the first half of the year also limited the amount of time that could be spent on consultant-led projects.

300 Federal Transportation Planning Documentation

No changes were needed to this category, which is dedicated to the Transportation Improvement Program, preparation of and amendments to the UPWP, public participation, Long Range Transportation Plan (LRTP) implementation and a few other regulatory matters.

400 Technical Transportation Data and Analysis

This category requires a significant adjustment to lower the amount of staff hours, which were 23.6 percent lower than the hours budgeted. This is due to a lower than anticipated amount of hours spent to develop performance measures, update the Federal Functional Classification system, which is still in progress, complete the Metro Profile, and provide assistance to local governments with the traffic counting program.

500 Transit Planning

The Transit Planning program area requires a significant reduction in hours of approximately 58 percent. Largely, this was due to staff time spent on specific consultant led projects pertaining to transit in the 200 category.

600 Bicycle and Pedestrian Planning

This category requires a 42 percent adjustment. Fewer hours were expended on technical assistance and bike/ped count activities than budgeted. Furthermore, the Heartland Trail has required less time than anticipated.

700 Local Planning Assistance

Local planning assistance includes activities such as agency outreach, local planning assistance, and metro aerial photography. The unfilled Executive Director position affected the number of hours spent on agency outreach during the first part of the year. The necessary adjustment is a 25 percent reduction in hours.

800 General Administration

A 19.5 percent reduction in staff hours is needed for this category, which consists of general administration and management, timesheets, financial budgeting and tracking, professional development, education and training, and the QAQC program. Again, this category was significantly affected by the unfilled Executive Director position during the first half of 2018 and the fact that the Interim Director was splitting time between managerial duties and other work program areas.

900 Publications, Public Information, and Technical Assistance

This category includes the Metro COG newsletter, website and social media. The establishment of a new website required far more time than anticipated when the budget of staff hours was prepared. A 35.3 percent increase in staff hours is required as an adjustment to this category.

1000 Community Planning and Technical Assistance

A 30.2 percent reduction is needed as an adjustment to this category. The need for the adjustment is primarily because the Hawley Zoning Ordinance Update did not move forward in 2018, and will be initiated in 2019. Other projects budgeted for this category include the Dilworth Comprehensive Plan, the Cass-Clay Food Systems Advisory Commission and the Casselton Comprehensive Plan. Dilworth's plan was completed earlier this year. The Casselton Comprehensive Plan is nearly complete in draft form, and the Cass-Clay Food Systems work consists of on-going assistance.

As stated earlier in the memo, all of these changes constitute an overall 19.8 percent reduction in staff hours, largely due to an unfilled position, and leave time.

Requested Action: To approve UPWP Amendment #7 consisting of an adjustment to 2018 staff hours.

To: Metro COG Policy Board
From: Dan Farnsworth
Date: December 13, 2018
Re: **TA Grant Prioritization**

The Transportation Alternatives (TA) program is a federally funded grant opportunity for projects that provide enhancements to alternative means of transportation such as bicycle/walking trails, safe routes to school projects, crosswalk improvements, and more.

Any jurisdictions within Metro COG's planning area are required to submit their applications to Metro COG. It is Metro COG's standard practice to score and prioritize each application as part of the December Bicycle & Pedestrian Committee meeting and then submit the projects to the respective state Departments of Transportation.

Attached is the scoring matrix used to score and prioritize the projects. Also, below is a description of each project along with the associated score and priority.

North Dakota Urban TA

Priority 1 (53.5 points)

City of West Fargo – Armour Park Sheyenne River Bridge

The City of West Fargo is seeking funding to construct a bridge over the Sheyenne River that would connect downtown West Fargo to Armour Park and the adjoining neighborhood. The bridge would be in-line with Sheyenne St and would be exclusively for bicycle and pedestrian use. The project would also consist of a shared use path within Armour Park connecting the bridge, park amenities and the adjoining neighborhood.

Estimated Cost: N/A construction total; N/A requested from TA

Priority 2 (52.6 points)

City of Fargo – Deer Creek/Drain 27 Shared Use Path

The City of Fargo is seeking funding to construct a shared use path that would connect the Deer Creek neighborhood (south of 52nd Ave S near Veterans Blvd) with the existing path network located along and north of 52nd Ave S. The path would be constructed alongside Drain 27. In addition, a connecting path would be constructed just north of the Deer Creek neighborhood to connect the Drain 27 path with 63rd St S. The proposed project would consist of approximately 7,300 feet of path.

Cost: \$450,000 construction total; \$290,000 requested from TA

Priority 3 (50.9 points)

City of West Fargo – Drain 45 Multiuse Path

The City of West Fargo is seeking funding to construct a shared-use path on the enclosed portion of Drain 45 (just east of 4th St E) between 13th Ave E and Main Ave. The path would be 1 mile in length. The project would be split into two phase. One phase would be from 13th Ave E to 7th Ave E while the second phase would be from 7th Ave E to Main Ave.

Estimated Cost: N/A construction total; N/A requested from TA

Priority 4 (43.1 points)

City of Horace (Sponsor: Cass Co.) – County Road 17 Shared-Use Path Phase II

The City of Horace is seeking funding to extend their shared-use path along County Road 17 from 81st Ave S to 76th Ave S (2,000 feet in length). The City recently received Recreational Trails Grant funding to complete a shared-use path from the Horace Elementary School to 81st Ave S. This proposed project would ultimately connect 76th Ave S and the nearby neighborhoods to the Horace Elementary School and downtown Horace.

Estimated Cost: \$235,270 construction total; \$188,216 requested from TA

Priority 5 (39.6 points)

City of Fargo – Bison Village Shared Use Path

The City of Fargo is seeking funding to construct a shared use path that would connect 32nd Ave N to 37th Ave N via the 10th St alignment behind the wastewater treatment plant. The path would be approximately 0.5 miles in length.

Cost: \$190,000 construction total; \$152,000 requested from TA

Priority 6 (28.8 points)

City of Fargo – Coulee's Crossing/Drain 53 Shared Use Path

The City of Fargo is seeking funding to construct a shared use path that would connect the Coulee's Crossing neighborhood (just west of 25th St along Rose Creek Pkwy) to the Timberline/Fox Run Shared use path (located alongside Drain 53). The path would be approximately 700 feet in length.

Cost: \$200,000 construction total; \$160,000 requested from TA

Priority 7 (19.3 points)

Fargo Public Schools (Sponsor: City of Fargo) – Bicycle Parking Infrastructure

Fargo Public Schools is seeking funding for the replacement of bicycle parking racks, including replacement of the paved bicycle parking area at four elementary schools. FPS is also seeking funding for the installation of new the installation of a new bicycle parking area, including ramps, and a separate elementary school.

Cost: \$63,969 construction total; \$51,175 requested from TA

Minnesota TA

Priority 1 (49.8 points)

City of Barnesville (Sponsor: Clay Co.) – Barnesville Multi-Use Path Phase II

The City of Barnesville is seeking funding for the construction of a trail and streetscape improvements to on Highway 9 in Barnesville. The intent would be for this to occur jointly with the State reconstruction project along Highway 9.

Cost: \$500,000 construction total; \$400,000 requested from TA

Priority 2 (46.1 points)

City of Moorhead – Harvest Trail

The City of Moorhead is seeking funding for the construction of a shared use path that would run from Bluestem Center for the Arts to 60th Ave S. The trail, which is being named the Harvest Trail, would be approximately 1.9 miles in length and would follow the existing levee. This trail is one portion of a larger effort to provide a continuous trail and recreation corridor along the Red River throughout the entirety of Moorhead.

Cost: \$1,040,000 construction total; \$500,000 requested from TA

Priority 3 (43.7 points)

City of Hawley (Sponsor: Clay Co.) – Hawley Safe Routes to School Project

The City of Hawley is seeking funding for the construction of key sidewalks with the main purpose of providing safe routes to school. The sidewalks would be installed on two key corridors leading to Hawley High School/Elementary School. These corridors are Reno St and Joseph St. It is estimated that a total of 0.75 miles of sidewalk is proposed.

Cost: N/A; \$350,000 requested from TA

The following projects were initially submitted for consideration but TTC members from their respective jurisdictions of Fargo and West Fargo asked for them to be removed from the ranking in order to increase the odds of funding for the Cities' top priority projects. These requests occurred during the TTC discussion about this item.

Un-prioritized (43.9 points)

City of West Fargo – River's Bend Bridge and Path

The City of West Fargo is seeking funding to construct a shared-use path and a bridge that would connect the River's Bend neighborhood (west of Veterans Blvd and north of 32nd Ave E) to Sheyenne St. The project would include a bicycle / pedestrian bridge that would cross the Sheyenne River. The path would tie into Sheyenne St just north of the Sheyenne diversion spur.

Estimated Cost: N/A construction total; N/A requested from TA

Un-prioritized (42.8 points)

City of Fargo – River Drive Shared Use Path

The City of Fargo is seeking funding to construct a shared use path that would run along the Red River from 40th Ave S to 35th Ave S. The path would be approximately 0.9 miles in length.

Cost: \$330,000 construction total; \$264,000 requested from TA

Un-prioritized (34.1 points)

City of Fargo – Shared use path signing project for Red River Trail and the Milwaukee Trail

The City of Fargo is seeking funding to install wayfinding signage along two popular trails in Fargo – the Red River Trail and the Milwaukee Trail. This project comes after a study Metro COG completed regarding bicycle/pedestrian wayfinding signage.

Cost: \$75,000 construction total; \$60,000 requested from TA

Requested Action:

Policy Board approval of the TA project prioritization as recommended by the TTC.

ND Urban TA Project Evaluation - Prioritized

Metro 2040 Goal	TA Evaluation Criteria				Project						
	Question	Weight	%	Weighted Pts	Fargo - Deer Creek Path	Fargo - Coulee's Crossing	Fargo - Bison Village	Fargo Public Schools	Horace	West Fargo - Drain 45 Path	West Fargo - Armour Park Bridge
Goal 1: Maintain the Existing Transportation System	Of the entire project length, what percentage of the length has existing trail or sidewalk that is in <u>poor</u> condition which will be replaced as part of the project? (give points in percentage)	20	___%	20	0	0	0	16	0	0	0
Goal 2: Improve the Efficiency, Performance and Connectivity of a Balanced Transportation System	Does the project demonstrate connectivity to other bike/ped facilities, parks, or other public facilities?	19	100%	19	19	19	19	0	19	19	19
Goal 3: Maximize the Cost Effectiveness of Transportation	Does the project implement a specific recommendation of a corridor, comprehensive, or other planning study? Or does the project fill a critical gap or identified short- or long-range project in the bike-ped network as identified in the 2016 Metro Bicycle-Pedestrian Plan? (see Figures 6.1 & 6.2)	14	100%	14	14	0	14	0	14	14	14
Goal 4: Promote Consistency between Land Use and Transportation Plan to Enhance Mobility and Accessibility	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 25 to 50 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	30%	4.8	0	0	0	0	0	4.8	9.6
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 50 to 100 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	60%	9.6							
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 100 or more trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material))	16	100%	16							
Goal 5: Provide Safe and Secure Transportation	Is the project designed to address safety issues at a location where crashes involving a motor vehicle and a bicyclist or pedestrian are occurring? (see: Figures 2.12 & 2.13 of the 2016 Bicycle and Pedestrian Plan OR use more recent available data)	11	30%	3.3	0	0	0	0	0	0	0
	Does the project improve the ability for students to safely cycle or walk to school?	11	30%	3.3	3.3	0	3.3	3.3	3.3	3.3	0
	Does the project improve safety or mobility for non-automotive users with disabilities?	11	30%	3.3	3.3	3.3	3.3	0	3.3	3.3	3.3
	Does the project include way finding and/or other signage that will help users find their destination OR enhanced signage for safety?	11	10%	1.1	0	0	0	0	0	0	1.1
Goal 6: Support Economic Vitality	Does the project increase bicycle and/or pedestrian connections from residential areas to industrial or commercial centers?	13	50%	6.5	6.5	0	0	0	0	6.5	6.5
	Does the project construct or enhance any major recreational trails (i.e. River Corridor, Milwaukee Trail, Heartland Trail, etc.)?	13	50%	6.5	6.5	6.5	0	0	0	0	0
Goal 7: Protect the Environment and Conserve Resources	Does the project meet the intent of the Complete Streets Policy Statement? (see www.fmmetrocog.org, Home -> Resources -> Policies -> Complete Streets Policy)	7	50%	3.5	0	0	0	0	3.5	0	0
	Does the project include any landscaping to improve aesthetics, water quality or animal habitats?	7	50%	3.5	0	0	0	0	0	0	0
Total Points					52.6	28.8	39.6	19.3	43.1	50.9	53.5

MN TA Project Evaluation

Metro 2040 Goal	TA Evaluation Criteria				Project		
	Question	Weight	%	Weighted Pts	Barnesville	Hawley	Moorhead
Goal 1: Maintain the Existing Transportation System	Of the entire project length, what percentage of the length has existing trail or sidewalk that is in <u>poor</u> condition which will be replaced as part of the project? (give points in percentage)	20	___%	20	0	0.6	0
Goal 2: Improve the Efficiency, Performance and Connectivity of a Balanced Transportation System	Does the project demonstrate connectivity to other bike/ped facilities, parks, or other public faciiliities?	19	100%	19	19	19	19
Goal 3: Maximize the Cost Effectiveness of Transportation	Does the project implement a specific recommendation of a corridor, comprehensive, or other planning study? Or does the project fill a critical gap or identified short- or long-range project in the bike-ped network as identified in the 2016 Metro Bicycle-Pedestrian Plan? (see Figures 6.1 & 6.2)	14	100%	14	14	14	14
Goal 4: Promote Consistancy between Land Use and Transportation Plan to Enhance Mobility and Accessibility	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 25 to 50 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	30%	4.8	0	0	0
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 50 to 100 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	60%	9.6			
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 100 or more trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material))	16	100%	16			
Goal 5: Provide Safe and Secure Transportation	Is the project designed to address safety issues at a location where crashes involving a motor vehicle and a bicyclist or pedestrian are occurring? (see: Figures 2.12 & 2.13 of the 2016 Bicycle and Pedestrian Plan OR use more recent available data)	11	30%	3.3	0	0	0
	Does the project improve the ability for students to safely cycle or walk to school?	11	30%	3.3	0	3.3	3.3
	Does the project improve safety or mobility for non-automotive users with disabilities?	11	30%	3.3	3.3	3.3	3.3
	Does the project include way finding and/or other signage that will help users find their destination OR enhanced signage for safety?	11	10%	1.1	0	0	0
Goal 6: Support Economic Vitality	Does the project increase bicycle and/or pedestrian connections from residential areas to industrial or commercial centers?	13	50%	6.5	6.5	0	0
	Does the project construct or enhance any major recreational trails (i.e. River Corridor, Milwaukee Trail, Heartland Trail, etc.)?	13	50%	6.5	0	0	6.5
Goal 7: Protect the Environment and Conserve Resources	Does the project meet the intent of the Complete Streets Policy Statement? (see www.fmmetrocog.org, Home -> Resources -> Policies -> Complete Streets Policy)	7	50%	3.5	3.5	3.5	0
	Does the project include any landscaping to improve aesthetics, water quality or animal habitats?	7	50%	3.5	3.5	0	0
Total Points					49.8	43.7	46.1

ND Urban TA Project Evaluation - Un-prioritized

Metro 2040 Goal	TA Evaluation Criteria						
	Question	Weight	%	Weighted Pts	Fargo - River Dr 35th to 40th	Fargo - Signage project	West Fargo - River's Bend Bridge
Goal 1: Maintain the Existing Transportation System	Of the entire project length, what percentage of the length has existing trail or sidewalk that is in <u>poor</u> condition which will be replaced as part of the project? (give points in percentage)	20	___%	20	0	0	0
Goal 2: Improve the Efficiency, Performance and Connectivity of a Balanced Transportation System	Does the project demonstrate connectivity to other bike/ped facilities, parks, or other public facilities?	19	100%	19	19	19	19
Goal 3: Maximize the Cost Effectiveness of Transportation	Does the project implement a specific recommendation of a corridor, comprehensive, or other planning study? Or does the project fill a critical gap or identified short- or long-range project in the bike-ped network as identified in the 2016 Metro Bicycle-Pedestrian Plan? (see Figures 6.1 & 6.2)	14	100%	14	14	14	14
Goal 4: Promote Consistency between Land Use and Transportation Plan to Enhance Mobility and Accessibility	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 25 to 50 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	30%	4.8	0	0	0
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 50 to 100 trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material)), OR	16	60%	9.6			
	The project will provide new bicycle or pedestrian connections to or from projected (year 2020) trip density areas of 100 or more trip ends/acre. (see 2020 trip density figure (M:/TIP/Evaluation Forms/TAP Evaluation supporting material))	16	100%	16			
Goal 5: Provide Safe and Secure Transportation	Is the project designed to address safety issues at a location where crashes involving a motor vehicle and a bicyclist or pedestrian are occurring? (see: Figures 2.12 & 2.13 of the 2016 Bicycle and Pedestrian Plan OR use more recent available data)	11	30%	3.3	0	0	0
	Does the project improve the ability for students to safely cycle or walk to school?	11	30%	3.3	0	0	0
	Does the project improve safety or mobility for non-automotive users with disabilities?	11	30%	3.3	3.3	0	3.3
	Does the project include way finding and/or other signage that will help users find their destination OR enhanced signage for safety?	11	10%	1.1	0	1.1	1.1
Goal 6: Support Economic Vitality	Does the project increase bicycle and/or pedestrian connections from residential areas to industrial or commercial centers?	13	50%	6.5	0	0	6.5
	Does the project construct or enhance any major recreational trails (i.e. River Corridor, Milwaukee Trail, Heartland Trail, etc.)?	13	50%	6.5	6.5	0	0
Goal 7: Protect the Environment and Conserve Resources	Does the project meet the intent of the Complete Streets Policy Statement? (see www.fmmetrocog.org, Home -> Resources -> Policies > Complete Streets Policy)	7	50%	3.5	0	0	0
	Does the project include any landscaping to improve aesthetics, water quality or animal habitats?	7	50%	3.5	0	0	0
Total Points					42.8	34.1	43.9



To: Metro COG Policy Board
From: Michael Maddox, AICP
Date: 12/14/2018
Re: **2020-2023 NDDOT Urban Solicitation of Projects**

The North Dakota Department of Transportation is soliciting projects to be funded through the Urban Roads Program and the Urban Grant Program for the development of FY2020-2023 State Transportation Improvement Program (STIP). Projects in this solicitation would be funded in 2023.

In 2022, the FM Region is poised to become a Transportation Management Area (TMA). With this designation, Metro COG would receive a direct apportionment to fund urban roads projects. However, because the current transportation funding authorization bill, the FAST Act, expires before then, NDDOT is unsure as to what our status as an urban area will be.

In order to make sure that Metro COG is properly queueing projects in the TIP and does not lose out on funding opportunities, they have advised us that we should solicit projects in the usual manner this year.

Below are the new project requests that are being applied for by program and in the prioritized order that TTC Recommended:

Urban Roads Program

2023

1. 52nd Ave S – 63rd Street to Sheyenne Street (to finish off 52nd Ave S) Total: \$7,000,000 with \$5,000,000 Federal and \$2,000,000 local
2. Transit Capital – Bus Replacement Purchase Total: \$1,250,000 with \$1,000,000 Federal and \$250,000 local
3. Sheyenne Street – 40th Ave to 52nd Ave Total: \$9,300,000 with \$7,440,000 Federal and \$1,860,000 local
4. 17th Ave S – 5th Street to 17th Street Total: \$3,750,000 with \$2,750,000 Federal and \$1,000,000 local

Urban Grant Program

2021

1. 2nd Street Pedestrian Bridge – connecting City Hall to the River Trail Total: \$3,000,000 with \$2,400,000 Federal and \$600,000 local

Regional Highway System

2023

1. 19th Ave N – I-29 East Ramp to Dakota Drive (Reconstruction) Total: \$13,000,000 with \$10,000,000 Federal and \$3,000,000 local

Staff is asking the Policy Board to either approve the prioritization as listed above, or determine its preferred prioritization of projects for submittal to NDDOT for consideration. Please be aware that for any project to be considered by NDDOT, the proper scoping paperwork must also be submitted with the request.

The prioritized project list will be submitted to the Policy Board for approval. Upon action by the Policy Board, staff will submit the prioritized list to NDDOT prior to the December 31, 2018 deadline.

Requested Action: Metro COG staff ask for approval of the prioritization of projects in the Urban Road Program, Urban Grant Program, and Regional Highway System Program.



Fargo-Moorhead Metropolitan
Council of Governments

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Fargo, North Dakota 58102-4807
p: 701.232.3242 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Metro COG Policy Board
From: Adam Altenburg, AICP
Date: December 13, 2018
Re: **West Fargo 9th Street Corridor Study RFP**

Metro COG is seeking review and recommendation of the draft Request for Proposals (RFP) for the 9th Street Corridor Study in West Fargo, ND. The study, extending from 7th Avenue East to 19th Avenue NE, will evaluate different alternatives for management of existing and future traffic flow; with discussion on alternative lane configurations, access management, intersection control options, alternative intersection designs, bicycle and pedestrian connectivity, transit needs, and potential impacts to intersecting streets.

A budget of \$125,000 has been allocated for this study with 80% (\$100,000) coming from federal Consolidated Planning Grant (CPG) funds and 20% (\$25,000) to be provided by the City of West Fargo. The project is slated to begin in early March 2019 and completed by the end of the year.

The TTC recommended approval of the RFP and a scoping meeting is being held with Fargo and West Fargo staff to consider potential scope refinements prior to the Policy Board meeting.

Requested Action: Approve the RFP for the West Fargo 9th Street Corridor Study.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2019-001

***9TH STREET CORRIDOR STUDY
WEST FARGO, ND***

DECEMBER 21, 2018

APPROVED:

Cynthia R. Gray
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

West Fargo 9th Street Corridor Study

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be funded in part with federal transportation funds and has a not-to-exceed budget of **\$125,000 dollars**.

Interested firms may request a hard copy of this RFP by telephoning 701.532.5100, or by email at leach@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (www.dot.nd.gov) and will also be available for download in PDF format at www.fmmetrocog.org.

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

All proposals received by **4:30 p.m. on Friday, January 18, 2019** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) 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.

Hard copies of technical and/or cost proposals should be delivered to the contact below:

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

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

Note – This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.532.5100 or email at leach@fmmetrocog.org.

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I. Agency Overview

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. As the designated MPO for the Fargo-Moorhead metropolitan area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

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

II. Purpose of Request

The intent of this RFP is to obtain professional consultant services to conduct a transportation corridor study along 9th Street in West Fargo. The study, extending from 7th Avenue East to 19th Avenue NE, will evaluate different alternatives for management of existing and future traffic flow; with discussion on alternative lane configurations, access management, intersection control options, alternative intersection designs, bicycle and pedestrian connectivity, transit needs, and potential impacts to intersecting streets.

III. Background Information

The 9th Street corridor is an important north-south transportation corridor through the City of West Fargo. The corridor currently runs from the city's northern boundary between 12th Avenue NE and 19th Avenue NE to an interchange at Interstate 94, before transitioning into Veterans Boulevard (the last half-mile of the corridor north of West Fargo city limits is known as 57th Street N). The roadway is currently classified as a minor arterial, with traffic volumes ranging from 2,125 AADT to 9,930 AADT within the study area.

From 19th Avenue NE to Main Avenue, the corridor is a rural two-lane roadway and is mostly industrial and agricultural, with an at-grade crossing of the BNSF Railroad (two mainlines) between Main Avenue and 7th Avenue NE. An additional single at-grade crossing of the BNSF Railroad is located just north of West Fargo's city limits. The City of West Fargo has designated the section between Main Avenue and the city's northern boundary as part of its truck route network.

From Main Avenue to 7th Avenue East, the corridor is bordered by predominantly low-density and manufactured housing, with areas of institutional development including the West Fargo City Hall and Police Department as well as West Fargo High School. A higher concentration of environmental justice communities are present in this area. Metro Area Transit (MATBUS) serves a portion of this section of the corridor with its Route 20 (previously Route 16). Neighborhoods adjacent to or near the corridor include Main Avenue, East Main, Brookwood, Berger, Sommerset, Meyer, and North Industrial Park.

The corridor is bisected by three important minor arterials and one collector roadway: 7th Avenue NE, 12th Avenue NE, 19th Avenue NE, and 7th Avenue E respectively. The corridor also intersects Main Avenue, a principal arterial with AADT between 9,210 and 14,155 east and west of 9th Street.

West Fargo adopted a new comprehensive plan, entitled West Fargo 2.0 in 2018. The plan will be used as a guiding document for this corridor study.

This information is not meant to fully define the study for the consultant nor is intended to relay all of the issues that may be defined during the course of the study. It is only intended to provide a context for the corridor and to provide background information.

IV. Project Objective

The objective of the West Fargo 9th Street Corridor Study is to identify a recommended set of potential improvement projects for consideration in future construction programs, derived from a transparent, rational, and meaningful transportation planning process.

The recommendations of this study will include short- and long-term solutions for current and anticipated travel demand that are best suitable to adjacent land uses along the corridor. The recommendations should provide reasonable detail including but not limited to: number and width of lanes, vertical and horizontal alignments to determine right-of-way widths, intersection configurations including turn lanes and traffic control, potential railroad crossing improvements, utility relocations, and future bicycle, pedestrian and transit facilities.

V. Scope of Work and Performance Tasks

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the corridor study but also has the ability to provide pro-activeness, vision, innovation, and collaboration in examining and proposing study alternatives.

Outlined below is the scope of work that will guide development of the 9th Street Corridor Study for the City of West Fargo. 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 and the consultant may include in the proposal any additional performance tasks deemed necessary to successfully complete the study. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

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 and city staff.

This task will also include bi-weekly progress meetings with Metro COG, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submittal of invoices. When submitting progress reports, the consultant will be required to outline the following:

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

Task 2: Purpose and Need Statement. The consultant will develop a purpose and need statement that identifies transportation issues along the 9th Street corridor. This statement should summarize each of the issues to be addressed within the planning study as the basis for identifying and evaluating alternatives.

Task 3: Data Collection and Existing Conditions. The consultant will identify information and data needed to accomplish all facets of the planning effort; will gather and evaluate information and data already available; and, will collect or develop any additional information required to accomplish the work tasks. All data collection needed to complete technical analyses will be the responsibility of the consultant.

Any existing data used in this effort will be adequately referenced to allow study users and reviewers the ability to identify the source of and timeframe of referenced data and information. Any new data and information collected or developed by the consultant will become the property of Metro COG and the City of West Fargo.

The consultant should review, evaluate, and document all relevant information and data along the corridor, including but not limited to the following:

- Adopted comprehensive plan, community plans, transportation studies, land use information, zoning districts, and other development standards and regulations
- Adopted Long Range Transportation Plan and associated data
- Current Metro COG Transportation Model
- Traffic counts, accident data, on-street parking utilization rates, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Geometrics, typical roadway sections, and pavement conditions
- Signalized and unsignalized intersection capacity analyses, travel speeds, turning movements, roadway widths, right-of-way widths, number of lanes, access management, freight rail traffic, sidewalk inventories, bike lanes, ADA ramp locations, transit ridership, transit maps, and route information
- U.S. Census Bureau data
- Building permits, utility records, and lighting
- Socioeconomic data and projections

- GIS data/shapefiles, as available from the City of West Fargo, Metro COG, and other sources

Task 4: Future Conditions. The consultant will work with Metro COG and the City of West Fargo to prepare 25-year traffic projections for 9th Street, major intersections, and selected intersecting roadways. Traffic projections will be subject to review and concurrence by the City of West Fargo and Metro COG staff and include a traffic analysis with a no-build option.

Truck traffic will be of particular importance to this study, due to existing and future industrial land uses north of Main Avenue.

The consultant's examination of future conditions should help determine future capacities, identify locations with future potential for capacity, and note safety deficiencies, along with costs for correcting those deficiencies. The consultant should also examine community impacts resulting from an increase in traffic flow. The consultant will be responsible for ensuring the Study Review Committee (SRC) is fully informed and in agreement with the future traffic projections and future conditions that will be used in Task 5.

Task 5: Alternatives Analysis and Development. The consultant will provide a thorough analysis of level of service impacts for 9th Street and intersecting roadways. This analysis will help in the development of roadway section alternatives, intersection alignments and configurations, lane adjustments, intersection control evaluation, pedestrian crossings, non-motorized traffic accommodations, and intersection control. The alternatives analysis and development should include efforts to incorporate Complete Streets improvements along the corridor and be guided by the vision and goals of West Fargo 2.0. The consultant will be responsible for ensuring the SRC is fully informed and in agreement with methodology and assumptions used in the alternatives analysis.

Task 6: Recommendations. Based on identified issues and preferred development strategies, alternatives will be identified for the 9th Street corridor. These include, at minimum, at least one no build alternative and two build alternatives for the study area. Each build alternative may include a number of sub-alternatives to satisfy both the purpose and need for the study.

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

- Description of no-build alternative(s)
- Description of proposed build alternatives and sub-alternatives
- Analysis and review of all alternatives which include the following (as applicable):
 - a) Recommended roadway sections to meet future capacity needs
 - b) Geometric improvements/typical sections
 - c) Intersection control
 - d) Safety improvements
 - e) Access management strategies
 - f) ADA/bicycle/pedestrian connectivity
 - g) Transit operations
 - h) Railroad impacts

- i) Right-of-way and utility impacts
- j) ITS/traffic operations analysis
- k) Lighting enhancements
- l) Streetscaping
- m) Drainage and stormwater needs
- n) Conformity with approved transportation studies and other community planning efforts
- Summary of estimated planning level costs for all build alternatives and sub-alternatives

Each alternative should include a matrix of impacts and be prepared in a manner in which the public can graphically see what is being proposed and its impact on the corridor.

Task 7: Public Involvement Strategy. The study development process will entail public involvement that is consistent with Metro COG's Public Participation Plan (PPP). The consultant will include a brief public involvement strategy in response to this RFP. The proposed involvement plan will be reviewed and approved during the negotiation of a final contract. The proposed strategy should include the following at a minimum:

- Mechanisms for informing and educating the public about the study development process and any significant issues under consideration.
- Mechanisms for gathering public response to the consultant's recommendations and alternatives along with plans for informing and gathering input from units of local government, including appropriate boards and commissions.
- Mechanisms for presenting proposed actions and alternatives at public meetings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the study development process.
- Examples of materials/processes the consultant proposes to use to communicate to and solicit input from the public (media releases, handouts, websites, displays, questionnaires/surveys, graphics, etc.).
- Innovative public involvement techniques and visualizations.
- A clear identification of methods by which traditionally underserved populations are involved in the study development, as well as an analysis of how low income and minority populations are being impacted by proposed alternatives. The study will have a summary of outreach methods, as well as a dispensation of any comments received from such populations.

Study Review Committee. Development of the 9th Street Corridor Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect at least four (4) meetings with the SRC, which can be coordinated with public involvement meetings so as to make efficient use of any travel expenditures. Metro COG will be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as being responsible for the recording of meeting minutes.

Initial Presentations. Upon direction by the City of West Fargo, the study may involve a minimum of one (1) personal appearance before the West Fargo Planning Commission and City Commission.

Public Involvement Meetings. The consultant will be responsible for the facilitation of, at a minimum, two (2) public involvement meetings during the study process. The first public meetings should take place at the beginning of the study to gather opinions and concerns from the public. Input from the public meeting will be logged and recorded and any concerns and suggestions should be addressed in the final study. After a draft study report has been reviewed and commented on by the City of West Fargo and Metro COG, a second public meeting should be held to present alternatives and gather additional opinions and concerns from the public. For these meetings, the consultant will be responsible for all notices and public announcements.

Final Presentations. After the final public involvement meeting, Metro COG, along with the consultant, will seek final study acceptance from Metro COG's Transportation Technical Committee (TTC) and Policy Board, followed by formal approval from the West Fargo Planning Commission and City Commission.

Task 8: Executive Summary. Upon completion of the final study, the consultant will develop an executive summary which relays all pertinent information to the public in an easy-to-follow format.

Task 9: Deliverables. The consultant will be responsible for providing eight (8) bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

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

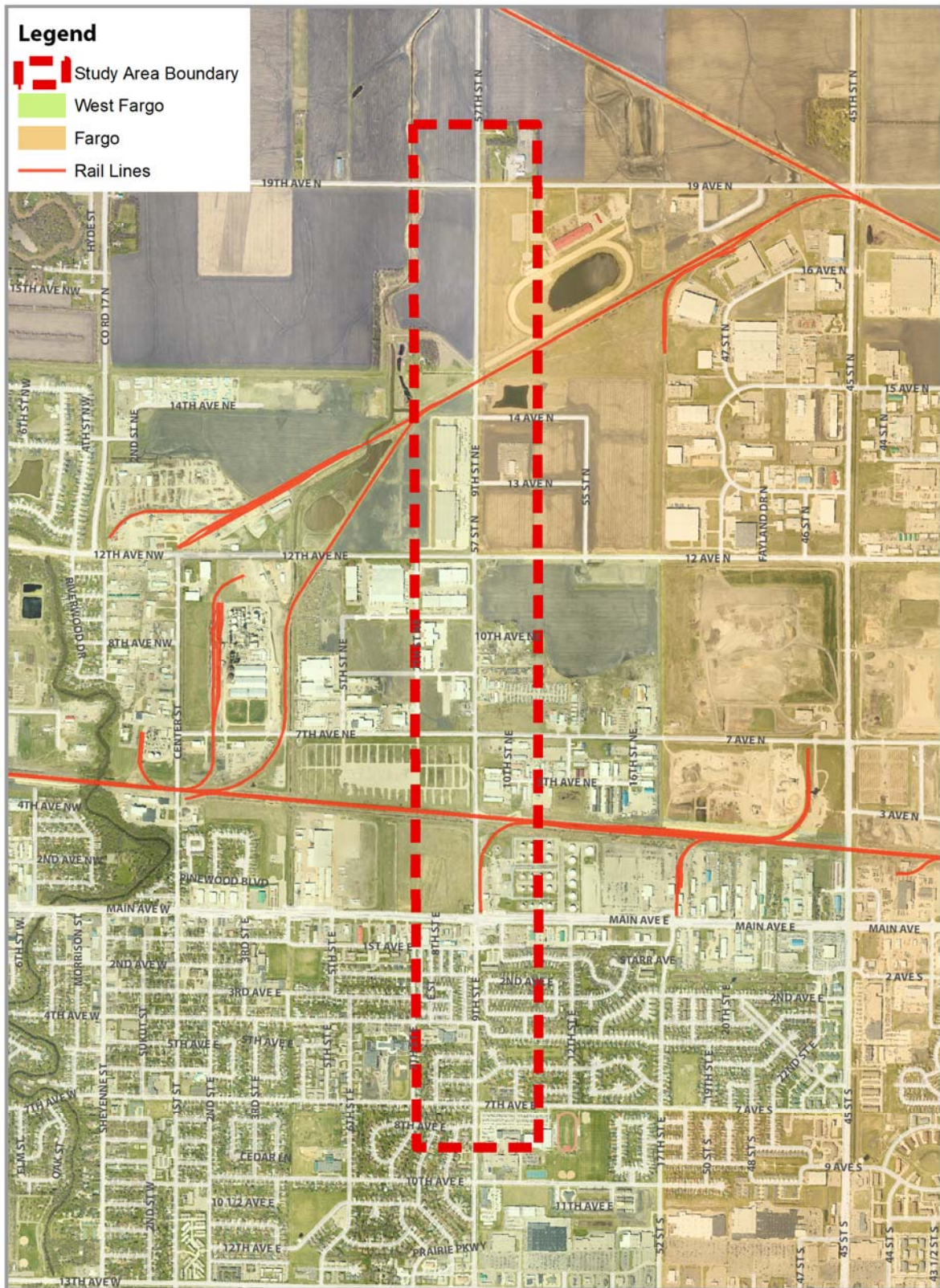


Figure 1 - Corridor Study Area

A horizontal number line representing a distance of 1 mile. The line is marked with 0 at the left end, 0.5 in the middle, and 1 at the right end. A white rectangular segment is highlighted between the 0.25 and 0.5 marks, representing the distance from the first to the second stop.

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	12/21/2018
Deadline for RFP Clarifications/Questions	1/4/2019
Due Date for Proposal Submittals (by 4:30 p.m.)	1/18/2019
Review Proposals/Identify Finalists	(week of) 1/21/2019
Interview Finalists	(week of) 1/28/2019
Preliminary Scoping Meeting/Contract Negotiations	(week of) 2/4/2019
Metro COG Policy Board Approval/Consultant Notice	2/21/2019

2) Project Development (Major Milestones).

Notice to Proceed	(week of) 2/25/2019
Project Start-Up/Mobilization	(week of) 3/4/2019
Draft Plan Completed	September 2019
Final Documents Completed/Project Closeout	November 2019
Final Invoices Received	December 2019

VII. Evaluation and Selection Process

Selection Committee. Metro COG has established a selection committee to select a consultant. The selection committee will consist of representatives from West Fargo Engineering, West Fargo Planning, MATBUS, Metro COG, and a member representing freight interests in the region.

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

- 20% The consultant's past experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques
- 20% The consultant's record of past performance on similar projects, including quality of work, ability to meet deadlines, and ability to control costs
- 20% Current workload and the availability of key personnel and other resources to perform the work within the specified timeframe

The selection committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question and answer period during which the selection committee may question the prospective consultants about their proposed approaches.

A consultant will be selected on or before March 1, 2019 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG.

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

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

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

VIII. Proposal Content and Format

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

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. 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 in Section X: General RFP Requirements.
 - f. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
 - g. List of client references for similar projects described within the RFP.
 - h. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
 - i. Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Cost Proposal Form
Exhibit B – Debarment of Suspension Certification
Exhibit C – Certification of Restriction on Lobbying
Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to the project manager as defined below:

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

All proposals received by **4:30 p.m. on Friday, January 18, 2019** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) 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.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than January 4, 2019. No response will be given to verbal questions. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. All questions and responses will be forwarded to applicants and posted on Metro COG's website on or after January 7, 2019.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name, with 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 shall 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 fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This document must be attached with the sealed cost proposal.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal, as well as Exhibit D – Standard Form 330 (if required).
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to U.S. Department of Transportation policy and 49 CFR Part 26, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

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

XI. Additional Information

The following materials should be reviewed by the consultant to provide background information on previous city and regional planning efforts:

- 1) Metro 2040 – 2014 Long Range Transportation Plan
- 2) 2018 West Fargo Comprehensive Plan
- 3) 2017 Regional Freight Plan
- 4) 2016 Metropolitan Bicycle and Pedestrian Plan
- 5) 2016-2020 Transit Development Plan
- 6) 2012 9th Street/Veterans Boulevard Corridor Study
- 7) West Fargo Zoning Ordinance and Land Use Codes

XII. Contractual Information

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

- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.
- 6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XIII. Payments

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

XIV. 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.

XV. Title VI Assurances

Prospective consultants should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

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

consultant of the contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

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

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

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

XVI. Termination Provisions

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

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

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

XVII. Limitation on Consultant

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

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

XVIII. Conflict of Interest

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

XIX. Insurance

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

XX. Risk Management

The consultant agrees to defend, indemnify, and hold harmless Metro COG and the State of North Dakota, its agencies, officers and employees, from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. The consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and

attorneys' fees incurred if Metro COG or the State prevails in an action against the consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the contract.

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

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

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

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

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

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG or the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG or the State shall be excess of the consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured consultant from meeting the retention limit under

the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the consultant in excess of the minimum requirements set forth above.

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Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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

Exhibit B – Debarment of Suspension Certification

Background and Applicability: In conjunction with the Office of Management and Budget and other affected federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

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

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

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

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

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

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

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

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

Contractor _____
Signature of Authorized Official _____ Date ____ / ____ / ____
Name & Title of Contractor's Authorized Official _____

Exhibit C – Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)
behalf of _____ that:
(Name of Bidder / Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)

Exhibit D – Standard Form 330

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ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electricial Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories *(Profile Codes continued)*

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)						
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET			5. OWNERSHIP a. TYPE			
2c. CITY		2d. STATE				
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER						
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	



To: Metro COG Policy Board
From: Adam Altenburg, AICP
Date: December 13, 2018
Re: **Northwest Metro Transportation Plan RFP**

Metro COG is seeking review and recommendation of the draft Request for Proposals (RFP) for the Northwest Metro Transportation Plan. The plan is intended to provide guidance for growth and development for the northwestern portion of the Fargo-Moorhead metropolitan area, as well as general multimodal transportation and land use recommendations to guide implementation.

The objective of the plan is to review existing conditions, consider transportation-related infrastructure capacity, and establish framework strategies for system improvements. The intended outcome of this project is to develop an implementation plan for future roadway arterials and collectors, identify needs for both current and future corridors in terms of operational capacity, and develop policy recommendations to guide transportation decisions and future land use in the study area.

The study area for the Northwest Metro Transportation Plan is bounded by Interstate 29, 12th Avenue North/County Road 10, and the proposed Fargo-Moorhead Area Diversion alignment. However, some analysis may be needed into adjacent areas south, northwest and northeast of the study area to assure the plan entails a comprehensive and connected transportation system.

A budget of \$225,000 has been allocated for this study with 80% (\$180,000) coming from federal Consolidated Planning Grant (CPG) funds and 20% (\$45,000) being equally split between the City of Fargo and the City of West Fargo. The project is slated to begin in early March 2019 and completed by March 2020.

The TTC recommended approval of the RFP and a scoping meeting is being held with Fargo and West Fargo staff to consider potential scope refinements prior to the Policy Board meeting.

Requested Action: Approve the RFP for the Northwest Metro Transportation Plan.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2019-002

NORTHWEST METRO TRANSPORTATION PLAN

DECEMBER 21, 2018

APPROVED:

Cynthia R. Gray
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

Northwest Metro Transportation Plan

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be funded in part with federal transportation funds and has a not-to-exceed budget of **\$225,000 dollars**.

Interested firms may request a hard copy of this RFP by telephoning 701.532.5100, or by email at leach@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (www.dot.nd.gov) and will also be available for download in PDF format at www.fmmetrocog.org.

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

All proposals received by **4:30 p.m. on Thursday, January 24, 2019** at Metro COG's office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit eight (8) hard copies and one (1) 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.

Hard copies of technical and/or cost proposals should be delivered to the contact below:

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

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

Note – This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.532.5100 or email at leach@fmmetrocog.org.

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I. Agency Overview

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. As the designated MPO for the Fargo-Moorhead metropolitan area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

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

II. Purpose of Request

The purpose of this RFP is to receive competitive proposals from qualified, multi-disciplinary consultant teams with expertise in transportation, land use, environmental engineering, and community engagement to complete a transportation plan for the northwest portion of the Fargo-Moorhead metropolitan area. The Northwest Metro Transportation Plan will provide a framework for transportation system improvements and outline specific transportation investment needs for regional jurisdictions.

The study area for the Northwest Metro Transportation Plan is bounded by Interstate 29, 12th Avenue North/County Road 10, and the proposed Fargo-Moorhead Area Diversion alignment. However, in order to assure a comprehensive and connected transportation system, some analysis may be needed into adjacent areas south, northwest and northeast of the study area.

III. Background Information

Historically, the northwest portion of the Fargo-Moorhead metropolitan area has been largely rural and heavily oriented towards rural residential and agricultural uses, with industrial uses confined to the industrial parks of the City of Fargo and City of West Fargo. However, recent developments have led the City of Fargo to improve utility services as well as other infrastructure planning efforts which will assist in expanding municipal infrastructure to areas north and northwest of the city. Additionally, the City of Fargo and City of West Fargo are currently working to establish a new extraterritorial agreement in coordination with a recent utility service agreement between the two cities. The City of Reile's Acres has also seen a notable increase in residential development within its city's limits.

In response to these recent activities and in an effort to stay ahead of development pressures, Metro COG and regional jurisdictions are interested in developing a transportation plan for the northwestern portion of the Fargo-Moorhead Metropolitan area. The proposed Northwest Metro Transportation Plan will provide a framework for transportation system improvements and tie together infrastructure planning currently underway in the area.

It should be noted that North Dakota State University (NDSU) is a large-tract property owner within the study area, much of which is currently used for agricultural research. Also, the Fargo-Moorhead Area Diversion Project will dramatically reduce the extent to which this area currently lies in the 100-year floodplain, making the area far more developable than it is today.

This information is not meant to fully define the study for the consultant nor is intended to relay all of the issues that may be defined during the course of the study. It is only intended to provide a context for the transportation plan and to provide background information.

IV. Project Objective

The objective of the Northwest Metro Transportation Plan is to review existing conditions, consider transportation-related infrastructure capacity, establish framework strategies for system improvements, and produce a comprehensive transportation plan. The intended outcome of this project is to develop an implementation plan for future roadway arterials and collectors, identify needs for both current and future corridors in terms of operational capacity, and develop policy recommendations to guide transportation decisions and future land use in the study area.

The Northwest Metro Transportation Plan is intended to provide guidance for growth and development for the northwestern portion of the Fargo-Moorhead metropolitan area, as well as general multimodal transportation and land use recommendations to guide implementation.

Given the limited project budget, it is understood that the level of detail would be less than a fully-developed corridor level study. The need is for the development of a transportation plan which outlines opportunities and constraints, preservation needs, future in-depth study needs, investment priorities, and the level of detail adequate to substantiate inclusion of roadway projects in local capital improvement programs and Metro COG's Transportation Improvement Program.

V. Scope of Work and Performance Tasks

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the transportation plan but also has the ability to provide pro-activeness, vision, innovation, collaboration, and sustainability in examining and proposing study recommendations.

Outlined below is the scope of work that will guide development of the Northwest Metro Transportation Plan. 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 and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the project. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

Task 1: Project Management and Coordination. The consultant will be required to manage the study and coordination with any subconsultants, as well as bearing 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 as well as city and county staff.

This task will also include bi-weekly progress meetings with Metro COG, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submittal of invoices. When submitting progress reports, the consultant will be required to outline the following:

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

Task 2: Community Engagement. In compliance with Metro COG's adopted Public Participation Plan (PPP), the consultant will develop and implement an extensive community engagement program that seeks to gain input from community members from all areas of the study area. Broad-based community engagement is considered critical to the success of this plan. This will include the SRC comprised of city and county staff, NDDOT, FHWA, and Metro COG, as well as participatory events with the public.

It is anticipated that online community engagement software/tools will likely be utilized in order to provide a robust and well-rounded community engagement program. The consultant will facilitate all community engagement activities. It is expected that at least three (3) large public involvement meetings will be conducted, as well as two (2) smaller stakeholder and property owner meetings, unless the consultant's program details an acceptable alternative engagement program. At minimum, the community engagement program should address the following:

- Identification of stakeholders
- Engagement strategies and activities, tied back to reaching all identified stakeholder groups, including those difficult to reach
- Timeline for community engagement activities and desired type of community feedback at project checkpoints or milestones
- Communication methods for sharing information with residents, businesses, and property owners in the study area
- Strategy for effective and consistent messaging across platforms and messengers

It is imperative to consider the public and keep them informed of the planning activities and outcomes using strategies that include use of the internet and social media. Providing information to Metro COG and other regional jurisdictions for posting on their websites will be required.

Study Review Committee. Development of the Northwest Metro Transportation Plan will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect at least five (5) meetings with the SRC, which can be coordinated with community engagement meetings so as to make efficient use of any travel expenditures. Metro COG will be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as being responsible for the recording of meeting minutes.

The SRC is tentatively scheduled to be comprised of members from the following:

- City of Fargo Planning and Engineering
- City of West Fargo Planning and Engineering
- City of Harwood Public Works
- City of Reile's Acres Public Works
- Cass County Planning and Engineering
- NDDOT
- FHWA
- Metro COG

Initial Presentations. Upon direction by the SRC, the consultant may be responsible for a minimum of one (1) personal appearance before regional jurisdictions involved in the study, including the cities of Fargo, West Fargo, Harwood, Reile's Acres, as well as Cass County.

Public Involvement Meetings. The consultant will be responsible for the facilitation of, at minimum, three (3) public involvement meetings to correspond with the three phases of development of the study. The first public meeting should take place at the beginning of the study to discuss issues and needs identification and gather opinions and concerns from the public. A second public involvement meeting should be used to present alternatives developed as part of the transportation plan development. After a draft study report has been reviewed and commented on by regional jurisdictions, Metro COG, and NDDOT/FHWA, a third public meeting should be held to present alternatives and gather additional opinions and concerns from the public. Input from each of the public involvement meeting will be logged and recorded and any concerns and suggestions should be addressed in the final study.

For each of these meetings, the consultant will be responsible for all notices and public announcements in cooperation with Metro COG.

Major Stakeholder and Property Owner Meetings. The consultant should plan for at least two (2) stakeholder and property owner meetings during the study. These meetings will be limited to only those key stakeholders and property owners within the study area for which detailed one-on-one input and consensus is necessary to secure final recommendations for the study. The consultant will be responsible for distributing

mailings and meeting materials, as well as for coordinating and scheduling meetings in cooperation with Metro COG.

Additional Presentations and Consultation. The consultant should plan to assist Metro COG with meetings and presentations to the following entities, which will occur at strategic times throughout the plan development process:

- Fargo Planning Commission
- Fargo Public Works Project Evaluation Committee (PWPEC)
- West Fargo Planning Commission
- Harwood Planning and Zoning Commission
- Reile's Acres Planning and Zoning Commission
- Cass County Planning Commission
- Reed Township
- Raymond Township
- Harwood Township
- Berlin Township
- NDSU

Metro COG will be responsible for distributing presentation materials, as well as for coordinating and scheduling all additional presentations in cooperation with the consultant. The consultant will be responsible for developing presentation materials, as well as summarizing comments received at these meetings.

Final Presentations. After the final public involvement meeting, Metro COG, along with the consultant, will seek final study acceptance from Metro COG's Transportation Technical Committee (TTC) and Policy Board, followed by formal approval from the Fargo City Commission, West Fargo City Commission, Harwood City Council, Reile's Acres City Council, and the Cass County Commission.

Task 3: Project Structure and Work Plan. Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and achievable timeline for the project anticipated to be completed by March 2020. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the project.

Task 4: Existing Conditions and Issues Identification. The consultant will identify information and compile base year data to describe existing conditions for the study area and develop forecasts based upon anticipated conditions for short-, mid- and long-term planning horizons.

The consultant should review, evaluate, and document all relevant information for the study, including but not limited to the following:

- Current transportation system, networks, and other public infrastructure systems
- Existing conditions and inventory of existing transportation plans and programmed improvements across the area
- Roadway jurisdiction
- Jurisdictional and extraterritorial area boundaries
- Projected travel demand and transportation system performance
- Corridor identification and preservation
- Interstate access issues and concerns
- Analysis of roadway safety concerns and crash data
- Evaluation of projects currently identified in plans and programs
- Inventory of existing capital budget and programs
- Inventory of adopted comprehensive plans, community plans, zoning districts, and other development standards and regulations; in particular, elements of adopted plans, such as Fargo's Go2030 Plan, West Fargo 2.0, the Cass County Comprehensive Plan, and other adopted plans that influence policy and/or future land use and transportation features within the study area.
- Land use, parcel information, and development patterns
- Large tract property owners
- Local planning practices
- Jurisdictional coordination
- Flood mitigation efforts
- Watershed management and natural resource conservation efforts
- Population and employment estimates and forecasts
- Sociocultural assets and resources
- Public health and well-being

This task will require that the consultant compile data and plans from a variety of sources. The consultant will be responsible for obtaining, organizing and analyzing this information. Cooperation will be provided by Metro COG and other jurisdictions as needed. Additional data not listed above may be required as part of the analysis.

Any existing data used in this effort will be adequately referenced to allow study users and reviewers the ability to identify the referenced data and information. Any new data and information collected or developed by the consultant shall become the property of Metro COG and participating jurisdictions.

Task 5: Transportation Plan Development and Recommendations. The consultant will develop multimodal transportation needs for current/future city and regional corridors, new roadway arterials and collectors, as well as recommendations that will enhance driving, transit, walking, cycling conditions and freight movement within and through the study area. Recommendations should focus on meeting the travel demand anticipated in the primary study area and identifying opportunities for economic and community development.

This effort will require close coordination with Metro COG and regional jurisdictions within the study area to translate needs and recommendations into specific, fiscally-constrained

transportation projects that can be incorporated into Metro Grow: Metro COG's 2045 Long Range Transportation Plan (scheduled to be completed and adopted in June, 2019), and programmed within Metro COG's Transportation Improvement Program as well as regional capital improvement programs.

This element of the plan development process would provide alternative development and analysis and project specific recommendations covering issues discussed in Task 4 of the RFP.

The consultant should develop the following transportation needs, including but not limited to the following:

- Identification of a future comprehensive roadway network
- Identification of future jurisdictional responsibilities
- An analysis of future capacity needs based on projected traffic volumes
- Recommendations for safety and capacity improvements
- A full build travel demand model for the primary study area
- A list of potential transportation projects, design guidelines and planning level cost estimates
- Documentation of opportunities and constraints for potential transportation projects identified in the bullet above
- Recommendations for prioritizing transportation projects/needs
- Maps and illustrations that clearly communicate recommendations

In addition, the consultant should address the following key elements:

Corridor Preservation. The consultant should identify new arterial and collector roadways needed to support future land use in the primary study area. This should include mile line major arterial roadways and half-mile minor arterial/collector roadways. Because of the shape and nature of the study area itself, the consultant should consider nuances that may arise with corridor preservation.

Northwest Reliever Route. Cass County has discussed potential options to integrate a future limited access highway into the Fargo-Moorhead Area Diversion Project. As the Fargo-Moorhead metropolitan area grows, congestion on Interstate 29 and Interstate 94 is expected to worsen, and a future highway along the Fargo-Moorhead Area Diversion could provide additional capacity for traffic moving through the region.

The consultant should include a review and justification of a reliever route concept developed as part of the Cass County Comprehensive and Transportation Plan, as well as previous beltway concepts developed by Metro COG, to assist in refining previously developed assumptions and recommendations. Additionally, the consultant should review Interstate access needs in coordination with NDDOT for reliever route concepts.

Fargo-Moorhead Area Diversion Project. The Fargo-Moorhead metropolitan area is prone to flooding, with flood fighting efforts costing the region millions of dollars since 1997. The Fargo-Moorhead Area Diversion Project would establish permanent flood

protection measures for the region. The current plan includes a 20,000 cubic feet per second, 36-mile long, 1,500 foot-wide diversion channel with 32,500 acres of upstream staging to protect the metropolitan area from future flooding events.

The consultant should account for transportation impacts and ramifications for Fargo-Moorhead Area Diversion improvements and other flood risk reduction efforts in the study area. The plan should note that crossings over the Fargo-Moorhead Area Diversion are currently planned for County Road 10, County Road 20, County Road 22, and County Road 32. The plan should analyze the need for these and/or additional Fargo-Moorhead Area Diversion crossings at other locations that are consistent with long-range transportation demands.

While not specific to any particular improvement, the plan should include technical needs and analyses regarding flood elevation assumptions for future bridge structures. The plan should also note critical transportation infrastructure in the study area which should not be floodable.

Jurisdictional Coordination. Increased inter-jurisdictional-commuting patterns, regional transportation planning and state-level maintenance of roadways in the Fargo-Moorhead metropolitan area require increased jurisdictional coordination. As cities in the study area grow, there will be a greater need to coordinate within and across jurisdictional boundaries to manage growth, development issues and service provision.

The consultant should address jurisdictional coordination, principally between the City of Fargo, City of West Fargo and Cass County, as well as the City of Harwood and the City of Reile's Acres. The consultant should specifically address any new extraterritorial agreements between regional jurisdictions. The consultant should also take into consideration County Road designation changes and potential jurisdictional transfers/turn backs, as well as the interaction of roadways between cities, townships, and Cass County.

Implementation Plan. The consultant should develop an implementation plan which includes a preferred strategic approach and recommendations to findings established within the transportation plan. The implementation plan should include the following elements:

- An implementation plan for arterials and collectors within the primary study area
- Corridor needs in terms of operational capacity (e.g. 2 lanes, 4 lanes, etc.)
- Policy recommendations to guide future land use and transportation decisions in the primary study area

Task 6: Final Report. The consultant will develop a final transportation plan document that is visually appealing, easy for the public to understand, and clearly communicates policy recommendations to guide transportation decisions and future land use for the study area.

The plan should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, the consultant should develop a plan that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text
- Is easy to read and understand
- Has clear goals, objectives, policies, and recommended implementation strategies
- Includes forward-thinking practices to reach the region's desired outcomes
- Is adaptable and has the potential to be updated as the region evolves after plan adoption

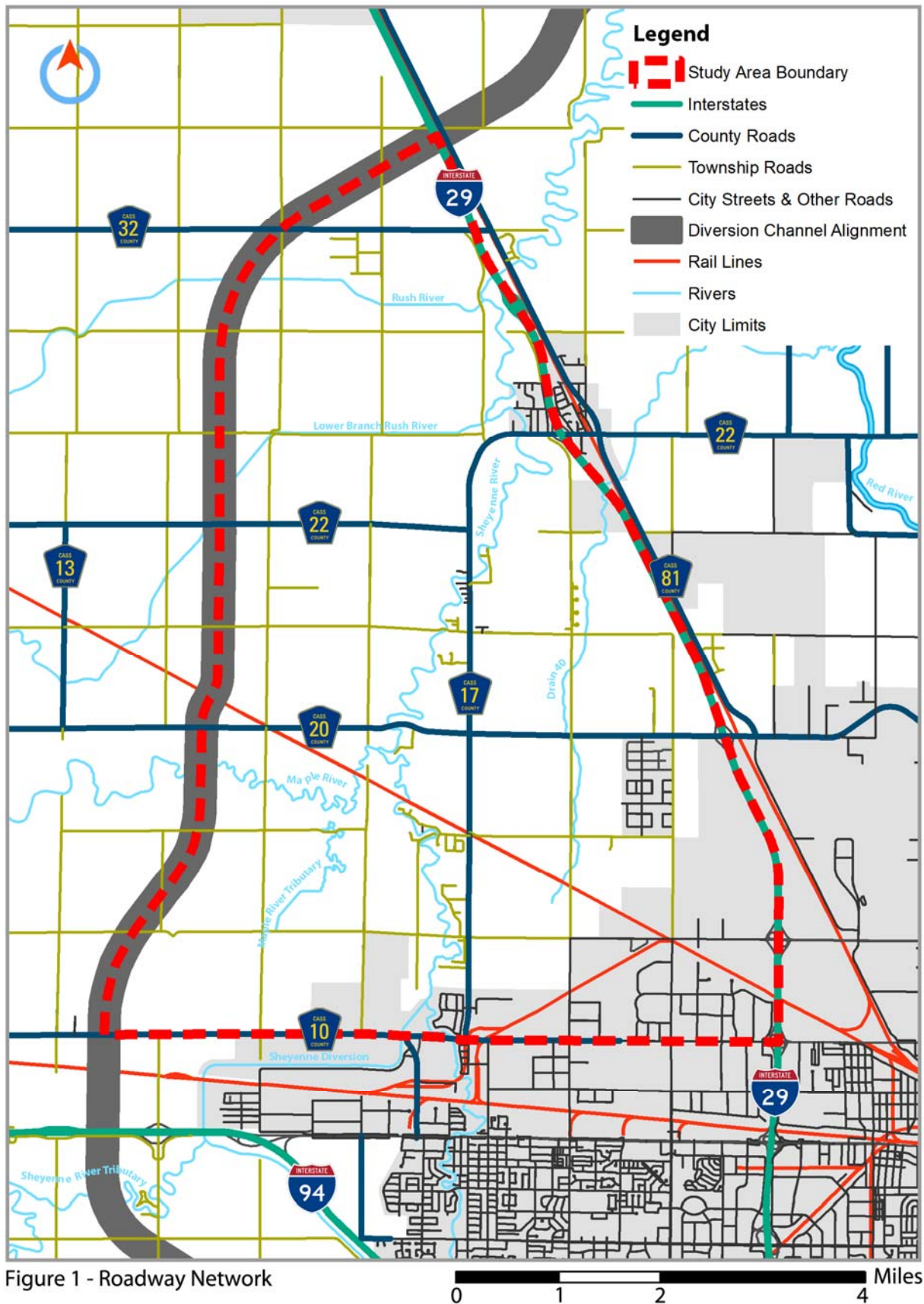
Task 7: Executive Summary. Upon completion of the final plan, the consultant will develop an executive summary which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting all major recommendations of the plan, including brief summaries relating to existing conditions, issues identification, community engagement, plan development, and implementation strategies.

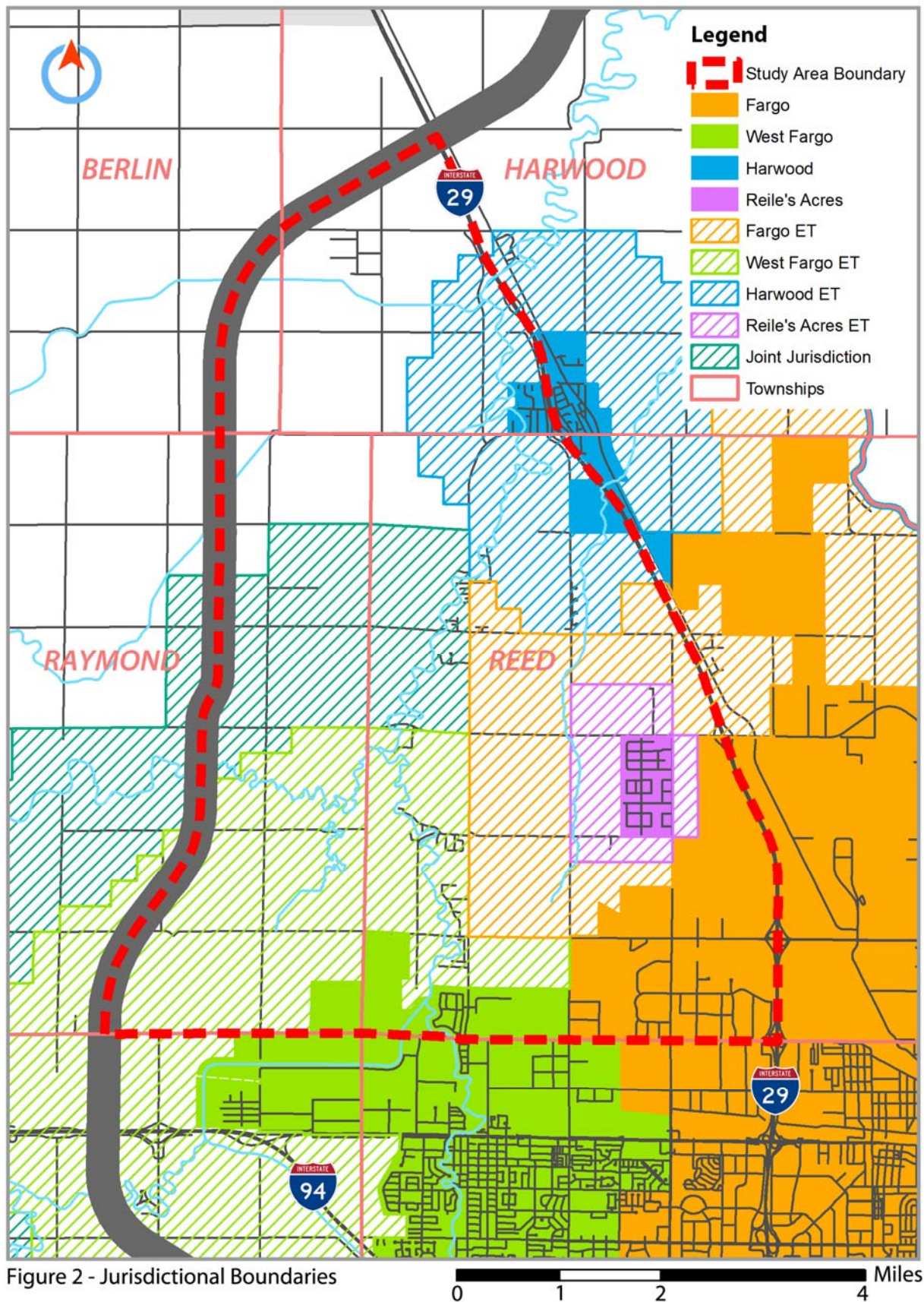
Task 8: Deliverables. The consultant will prepare an administrative draft of the transportation plan for review and comment by the SRC. This draft is to be provided as an electronic PDF to study review committee members. Comments received from the SRC will be incorporated in the final draft of the plan for public review.

Upon final completion, the consultant will be responsible for providing 12 bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

The consultant is expected to provide Metro COG with all data and plan products, including GIS shapefiles and travel demand model files if required, as well as a high resolution document PDF format for printing.

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





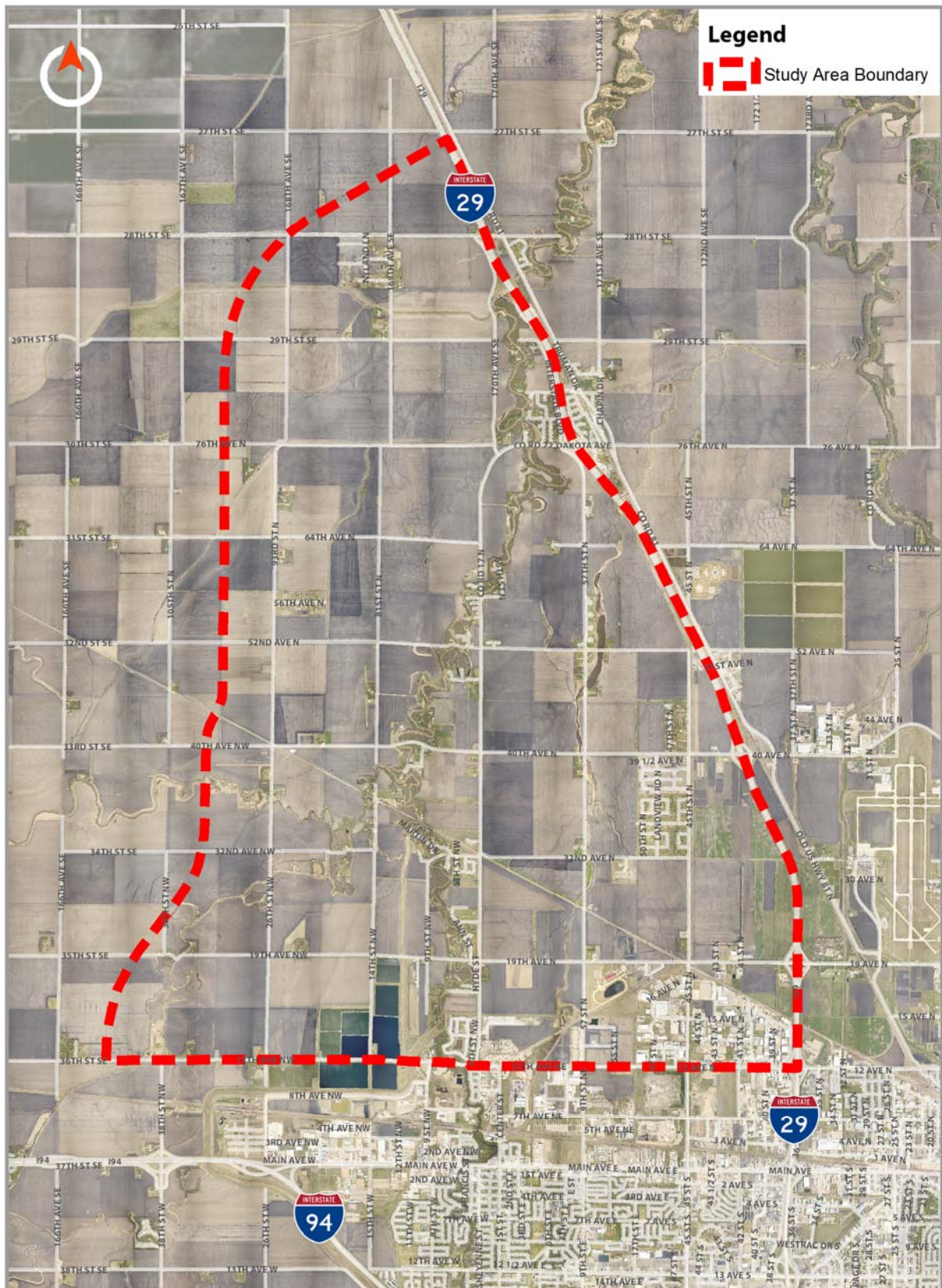


Figure 3 - Aerial View

0 1 2 4 Miles

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	12/21/2018
Deadline for RFP Clarifications/Questions	1/4/2019
Due Date for Proposal Submittals (by 4:30 p.m.)	1/24/2019
Review Proposals/Identify Finalists	(week of) 1/28/2019
Interview Finalists	(week of) 2/4/2019
Preliminary Scoping Meeting/Contract Negotiations	(week of) 2/11/2019
Metro COG Policy Board Approval/Consultant Notice	2/21/2019

2) Project Development (Major Milestones).

Notice to Proceed	(week of) 2/25/2019
Project Start-Up/Mobilization	(week of) 3/4/2019
Draft Plan Completed	January 2020
Final Documents Completed/Project Closeout	March 2020
Final Invoices Received	April 2020

VII. Evaluation and Selection Process

Selection Committee. Metro COG has established a selection committee to select a consultant. The selection committee will consist of representatives from the City of Fargo, City of West Fargo, Cass County, and Metro COG.

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

- 20% The consultant's past experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques
- 20% The consultant's record of past performance on similar projects, including quality of work, ability to meet deadlines, and ability to control costs
- 20% Current workload and the availability of key personnel and other resources to perform the work within the specified timeframe

The selection committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question and answer period during which the selection committee may question the prospective consultants about their proposed approaches.

A consultant will be selected on or before March 1, 2019 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG.

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

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

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

VIII. Proposal Content and Format

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

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. Detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP
 - b. 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. Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described in Section X: General RFP Requirements
 - f. List of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned
 - g. List of client references for similar projects described within the RFP
 - h. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable
 - i. Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project
- 4) **Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:
- Exhibit A – Cost Proposal Form
 - Exhibit B – Debarment of Suspension Certification
 - Exhibit C – Certification of Restriction on Lobbying
 - Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to the project manager as defined below:

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

All proposals received by **4:30 p.m. on Thursday, January 24, 2019** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit eight (8) hard copies and one (1) 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.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than January 4, 2019. No response will be given to verbal questions. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. All questions and responses will be forwarded to applicants and posted on Metro COG's website on or after January 7, 2019.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name, with 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 shall 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 fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This document must be attached with the sealed cost proposal.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal, as well as Exhibit D – Standard Form 330 (if required).
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to U.S. Department of Transportation policy and 49 CFR Part 26, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

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

XI. Additional Information

The following materials should be reviewed by the consultant to provide background information on previous city and regional planning efforts:

- 1) Metro 2040 – 2014 Long Range Transportation Plan
- 2) Go 2030 – Fargo Comprehensive plan
- 3) West Fargo 2.0 – West Fargo Comprehensive Plan
- 4) Cass County Comprehensive and Transportation Plan
- 5) Regional Freight Plan
- 6) Metropolitan Bicycle and Pedestrian Plan
- 7) 2016-2020 Transit Development Plan
- 8) Fargo-Moorhead Area Diversion Acquisition and Mitigation Plan v.4 (Draft)
- 9) Land use codes for Fargo, West Fargo, Harwood, and Reile's Acres

XII. Contractual Information

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

- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.
- 6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XIII. Payments

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

XIV. 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.

XV. Title VI Assurances

Prospective consultants should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

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

consultant of the contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

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

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

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

XVI. Termination Provisions

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

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

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

XVII. Limitation on Consultant

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

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

XVIII. Conflict of Interest

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

XIX. Insurance

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

XX. Risk Management

The consultant agrees to defend, indemnify, and hold harmless Metro COG and the State of North Dakota, its agencies, officers and employees, from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. The consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and

attorneys' fees incurred if Metro COG or the State prevails in an action against the consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the contract.

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

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

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

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

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

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG or the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG or the State shall be excess of the consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured consultant from meeting the retention limit under

the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the consultant in excess of the minimum requirements set forth above.

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Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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

Exhibit B – Debarment of Suspension Certification

Background and Applicability: In conjunction with the Office of Management and Budget and other affected federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

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

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

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

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

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

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

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

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

Contractor _____
Signature of Authorized Official _____ Date ____ / ____ / ____
Name & Title of Contractor's Authorized Official _____

Exhibit C – Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)
behalf of _____ that:
(Name of Bidder / Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)

Exhibit D – Standard Form 330

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ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electricial Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories *(Profile Codes continued)*

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)						
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET			5. OWNERSHIP a. TYPE			
2c. CITY		2d. STATE				
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER						
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

To: Metro COG Policy Board
From: Michael Maddox, AICP
Date: 12/14/2018
Re: **MATBUS Transit Facility Analysis & Development Strategy Final Report**

The MATBUS Transit Facility Study was developed to address several short, medium, and long-range facility-related issues facing MATBUS. The study evaluated four primary points of need related to MATBUS facilities.

1. **Metro Transit Garage** – Based on projected overcrowding at the Metro Transit Garage (MTG), a 20-year investment plan was developed to provide expansion options to meet existing storage and maintenance needs for the MATBUS fleet. Analysis also identified options to accommodate space for existing and projected administrative staffing needs. Changes at the MTG were coordinated closely with administrative changes at the Ground Transportation Center (GTC) to maximize existing space and potentially forestall costly expansion or renovations to administrative offices at the MTG. A final strategy for the MTG includes both a short to medium-term implementation strategy to address immediate storage and maintenance needs, and a longer-range program to meet needs through a 20-year planning horizon.
2. **West Acres Transit Hub** – Based in close consultation with West Acres management and in review of existing and projected conditions, a series of options were evaluated to accommodate an expanded facility for the West Acres Transit hub. A series of on-site and off-site options were developed. Three primary options were refined and finalized for a future West Acres Transit hub. All options remain on West Acres property, but are dislocated from direct attachment to the mall itself. Significant consideration was developed to assure seamless mobility between a new future hub and a public entrance to the mall.
3. **Ground Transportation Center** – As a nearly 40-year old facility, an evaluation of both short and long-term needs and options at the GTC were developed to meet a series of needs identified by MATBUS to improve operations of the GTC. In coordination with analysis developed at the MTG, a renovation strategy was employed at the GTC to accommodate various transit functions currently housed at the MTG. This coordination provides for better utilization of the GTC, improved operations, and maximizes existing spaces and facilities at the MTG.
4. **Stop Level & Minor Hub Needs** – Based on an evaluation of existing boarding and ridership patterns, a series of infrastructure investment priorities were developed for existing stops on the MATBUS system. Stop levels were developed based on four tiers of utility, expense, and size. Stop levels are designated as level A, B, C, and D. Both general and context-specific improvements were identified for series of existing and future Level B and C system hubs.

Each area of the facility analysis was developed through an evaluation of both existing and projected needs. Consultation also occurred with the public, ridership, other key municipal departments (e.g., public works), and key system stakeholders. Chapter 2 of the report summarizes key background data and analysis to support development of the study. Each subsequent chapter of this report outlines the analysis and recommendations developed for each element of the MATBUS Transit Facility Study.

Because of the size of the study, it was not included in the Policy Board packet.

The study can be found on Metro COG's website:

<http://fmmetrocog.org/projects-rfps/matbus-transit-facility-analysis>

The MATBUS Transit Facility Study Final Report comes with a favorable recommendation from the Transportation Technical Committee for approval.

Requested Action: Approve the MATBUS Transit Facility Study Final Report.

To: Metro COG Policy Board
From: Michael Maddox, AICP
Date: December 14, 2018
Re: **Fargo/West Fargo Parking and Access Management Study Final Report**

Last year Metro COG contracted with Uteig to conduct a study that sought to analyze parking and access management practices within Fargo and West Fargo. The goal of the study was to; ultimately, provide best practices in the two aforementioned focus areas, in the hopes of drawing more efficiency out of the transportation network.

The recommendations of the study include different ways that Fargo and West Fargo can deal with parking, roadway typologies, a conceptual local functional classification system, and development examples that integrate these philosophies.

This item was presented at the November TTC meeting. Specific references to transit facilities and accommodations were requested during the discussion. SRC members also requested an additional month to review and comment on the draft report.

Metro COG staff would like to present the revised draft report to the Policy Board for approval.

The document will be a lay down item at the meeting, but can also be found on the Metro COG website:

<http://fmmetrocog.org/projects-rfps/fargowest-fargo-parking-and-access-requirements-study>

The MATBUS Transit Facility Study Final Report comes with a favorable recommendation from the Transportation Technical Committee for approval.

Requested Action: Approve the Fargo/West Fargo Parking and Access Management Study.