

## The 558<sup>th</sup> Policy Board Meeting Fargo-Moorhead Metropolitan Council of Governments

**THURSDAY, September 20<sup>th</sup>, 2018 – 4:00 p.m.**  
**Metro COG Conference Room**  
**One 2<sup>nd</sup> 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 August 16, 2018 Board Meeting Action Item
  - d. Approve September 2018 Bills Action Item
2. Consent Agenda **Action Item**
  - a. August 2018 End of Month Report
  - b. Transit Asset Management Resolution of Support
  - c. ATAC Master Agreement
  - d. 2017 Audit Final Report
  - e. FM Area Diversion Environmental Impact Statement
  - f. Final Draft 2019-2022 TIP
3. Regular Agenda
  - a. Public Comment Opportunity – Chair Rasmussen Public Input
  - b. Horace Comprehensive and Transportation Plan RFP **Action Item**
  - c. MATBUS Transit Authority Study RFP **Action Item**
  - d. F-M Bikeways Gap Analysis RFP **Action Item**
  - e. Administrative Policies and Procedures Revision **Action Item**
  - f. 2018 Bicycle & Pedestrian Count Report Discussion Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, October 18, 2018 at 4:00 p.m. in the Metro COG Conference Room.

Red Action Items require roll call votes.

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

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 701-232-3242 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

**557<sup>th</sup> Policy Board Meeting  
 Fargo-Moorhead Metropolitan Council of Governments  
 Thursday, August 16, 2018 – 4:00 pm  
 Metro COG Conference Room**

**Members Present:**

Roger	Buscher	Moorhead Planning Commission
Brenda	Elmer	Moorhead City Council (via telephone)
Shara	Fischer	Fargo Planning Commission
John	Gunkelman	Fargo Planning Commission
Jim	Haney	Clay County Commission (alternate for Jenny Mongeau)
John	Koerselman	Horace City Commission
Brad	Olson	West Fargo City Commission
Chad	Peterson	Cass County Commission (alternate for Arland Rasmussen)
Dave	Piepkorn	Fargo City Commission
Kevin	Spaulding	Dilworth City Council
John	Strand	Fargo City Commission
Scott	Stofferahn	Fargo Planning Commission (alternate for Rocky Schneider)

**Members Absent:**

Tony	Gehrig	Fargo City Commission
Steve	Gehrtz	Moorhead City Council
Eric	Gjerdevig	West Fargo City Commission
Tony	Grindberg	Fargo City Commission
Jenny	Mongeau	Clay County Commission
Arland	Rasmussen	Cass County Commission
Rocky	Schneider	Fargo Planning Commission

**Others Present:**

Adam	Altenburg	Metro COG
Luke	Champa	Metro COG
Dan	Farnsworth	Metro COG
Cindy	Gray	Metro COG
Savanna	Leach	Metro COG
Michael	Maddox	Metro COG
Anna	Pierce	Metro COG
Michael	Rietz	City of Barnesville
Bob	Walton	NDDOT – Fargo District
Jamie	Wark	SRF Consulting

**\*\*Both Chair Rasmussen and Vice Chair Mongeau were absent from the meeting. Dave Piepkorn was voted to be the temporary chair for the meeting.**

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

The meeting was called to order at 4:00 pm, on August 16<sup>th</sup>, 2018 by Temporary Chair Piepkorn, noting a quorum was present. Introductions were made.

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

Temporary Chair Piepkorn asked for approval for the overall agenda. Ms. Gray asked that three items be added to the agenda, to be discussed after agenda item 2g.

**MOTION: Approve the contents of the Overall Agenda of the 557<sup>th</sup> Policy Board Meeting, with added items discussed.**

**Mr. Peterson moved, seconded by Mr. Gunkelman.**

**MOTION, passed. 12-0.**

**Motion carried unanimously.**

**1c. Past Meeting Minutes, approved**

Temporary Chair Piepkorn asked for approval of the Minutes of the July 19, 2018 Meeting. Mr. Olson noted that his name was spelled incorrectly.

**MOTION: Approve the July 19, 2018 Policy Board Meeting Minutes.**

**Mr. Gunkelman moved, seconded by Ms. Fischer.**

**MOTION, passed. 12-0.**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

Temporary Chair Piepkorn asked for approval of the August 2018 Bills as listed on Attachment 1.

**MOTION: Approve the August 2018 Bills List.**

**Mr. Strand moved, seconded by Mr. Spaulding.**

**MOTION, passed. 12-0.**

**Motion carried unanimously.**

**2. REGULAR AGENDA**

**2a. Public Comment Opportunity**

No public comments were made or received.

**No MOTION**

**2b. Moorhead ADA Transition Plan**

Mr. Altenburg introduced Jamie Wark from SRF to present the final draft of the Moorhead ADA Transition Plan. There were questions regarding how private firms will be affected in terms of compliance, and also how Metro COG can play a role in providing ADA information to jurisdictions, as the regulations are constantly changing.

**MOTION: Approve the Moorhead ADA Transition Plan, pending final approval by the Moorhead City Council.**

**Mr. Peterson moved, seconded by Mr. Koerselman.**

**MOTION, passed. 12-0.**

**Motion carried unanimously.**

**2c. Administrative Modification to 2017-2018 UPWP Amendment #8**

Ms. Gray presented an administrative modification to the 2017-2018 UPWP Amendment #8. The city of Moorhead has decided to drop the 30<sup>th</sup> Avenue S Study, freeing up \$60,000 in CPG funding. The proposed modification moves \$40,000 to the Fargo Safe Routes to School (SRTS) plan study, and \$20,000 to the 76<sup>th</sup> Avenue S Corridor Study. NDDOT will allow this modification, pending Policy Board decision.

**MOTION: Policy Board approval of an Administrative Modification to eliminate the 30<sup>th</sup> Avenue S study in Moorhead and reallocate the funds previously designated for this project to the Fargo SRTS Plan for \$50,000, and the 76<sup>th</sup> Avenue S Corridor study for \$25,000.**

**Mr. Gunkelman moved, seconded by Mr. Spaulding.**  
**MOTION, passed. 12-0.**  
**Motion carried unanimously.**

**2d. Fargo Safe Routes to School Plan RFP**

Mr. Farnsworth presented the Fargo Safe Routes to School (SRTS) plan RFP.

**MOTION: Approve the Fargo Safe Routes to School Plan RFP with a proposed budget of \$200,000.**  
**Mr. Spaulding moved, seconded by Mr. Haney.**  
**MOTION, passed. 12-0.**  
**Motion carried unanimously.**

**2e. 76<sup>th</sup> Avenue S Corridor Study RFP**

Mr. Maddox presented the 76<sup>th</sup> Avenue S Corridor Study RFP. The RFP includes interests from Cass County, the city of Fargo, and the city of Horace. The money allocated from the Administrative Modification will provide more focus on robust scenario planning, modeling, and future visioning.

**MOTION: Approval of the draft 76<sup>th</sup> Avenue S Corridor study RFP, pending comment from NDDOT.**  
**Mr. Strand moved, seconded by Mr. Haney.**  
**MOTION, passed. 12-0.**  
**Motion carried unanimously.**

**2f. 2017-2020 TIP Amendment #8**

Mr. Maddox presented amendment #8 to the 2017-2020 TIP. The NDDOT is still operating on the 2017 TIP, instead of developing a new one for 2018. Metro COG is currently developing its new TIP, the 2019-2022 document, but the projects listed will be bid within the next couple of months. To be safe, NDDOT is making sure that the projects in the current operable TIP reflect the current costs figures and construction timing.

**MOTION: Policy Board approval of Amendment #8 to the 2017-2020 TIP.**  
**Mr. Buscher moved, seconded by Ms. Fischer.**  
**MOTION, passed. 12-0.**  
**Motion carried unanimously.**

**2g. US10/75 Consultant Selection and Contract**

Mr. Maddox presented the US10/75 Consultant Selection and Contract. There was a question in regards to the responsibility of the local match. Mr. Maddox said that MnDOT will be responsible for the local match, and asked MnDOT to document that pledge in writing for Metro COG's records.

**MOTION: Policy Board approval of the consultant selection and enter into contract with SRF Consulting Group for the completion of the US10/75 Corridor study, and; Policy Board authorization of the Chair to sign the MnDOT Joint Powers Agreement.**  
**Mr. Haney moved, seconded by Ms. Elmer.**  
**MOTION, passed. 12-0.**  
**Motion carried unanimously.**



**\*Agenda Revised added updates discussion and action added here**

**Printer Contract**

Ms. Gray explained that the current printer contract with Laser Systems is due to expire at the end of 2018. Staff provided a new contract with Liberty Business to start January of 2019. Mr. Strand asked the difference between leasing and buying outright. Ms. Gray explained that it was not budgeted to buy outright, and leasing will also provide maintenance, supplies, and parts as needed.

**MOTION: Approve the contract with Liberty Business for a 60-month printer lease.**

**Mr. Olson moved, seconded by Mr. Gunkelman.**

**MOTION, passed. 12-0.**

**Motion carried unanimously**

**Internet Provider Contract**

Ms. Gray explained that Metro COG is currently month-to-month with 702 Communications for internet and telephone service. Staff would like to switch providers to Midcontinent for internet/phone service, as there is a significant savings in costs, as well as better service. The phone system will be upgraded to VoIP, which uses high-speed internet for communications, rather than the current POTS (plain old telephone system).

**MOTION: Approve the 3-year contract with Midcontinent to provide internet/phone service to Metro COG.**

**Mr. Gunkelman moved, seconded by Mr. Peterson.**

**MOTION, passed. 12-0.**

**Motion carried unanimously**

**Phone Hardware Purchase**

Ms. Gray reminded the board that they approved a phone upgrade purchase with Amendment #6 to the 2017-2018 TIP. Network Center Communications will provide quality hardware, software, installation, and assurance under the budget.

**MOTION: Approve the purchase of a new agency phone system from Network Center Communications.**

**Mr. Haney moved, seconded by Mr. Koerselman.**

**MOTION, passed. 12-0.**

**Motion carried unanimously**

**2h. Metro COG Website Launch**

Ms. Pierce provided an update on the upcoming launch of Metro COG's new website, set for early September. The board asked for a list of agency acronyms to be included on the site.

**No MOTION**

**2i. Salary Grade Discussion**

Ms. Gray explained that Mr. Altenburg has worked for Metro COG since 2014 as the Community and Transportation Analyst. Mr. Altenburg is currently at Grade 13/Step 5, which is the same Grade as Ms. Pierce, whose title is Assistant Planner. Mr. Farnsworth has worked a similar length of time in the Agency, and doing similar work, but is at Grade 15. Based on experience and current responsibility, Ms. Gray and the Executive Committee recommend regrading Mr. Altenburg to a grade 15/Step 1. Ms. Gray provided budgeting information as to where funding for this decision will come from; explaining that, due to

staffing shortages and open positions for long amounts of time, there is money in the 2018 budget for this pay increase.

**MOTION: Approve the regrade and pay increase of Adam Altenburg.**

**Mr. Koerselman moved, seconded by Ms. Fischer.**

**MOTION, passed. 12-0.**

**Motion carried unanimously.**

**3. Additional Business**

No additional business.

**4. Adjourn**

The 557<sup>th</sup> Meeting of the FM Metro COG Policy Board held Thursday, August 16, 2018 was adjourned at 5:30 pm.

**5. THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD September 20, 2018, 4:00 P.M. AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.**

Respectfully Submitted,

Savanna Leach  
Executive Secretary

**To:** Policy Board  
**From:** Anna Pierce  
**Date:** September 13, 2018  
**Re:** Transit Asset Management Resolution of Support

As required by the FAST Act, Metro COG must adopt a resolution of support or set its own performance measure targets relative to Transit Asset Management for the Metropolitan Planning Area (MPA) prior to October 1, 2018. Currently, there are no incentives or penalties for meeting the performance measure targets, so staff recommends supporting each agency's targets.

Metro COG staff have developed resolutions of support for the Transit Asset Management targets set forth by MATBUS – Moorhead and MATBUS – Fargo in compliance with the Fixing America's Surface Transportation (FAST) Act. These resolutions have been preapproved by MnDOT and FTA.

**Requested Action:**

Approval and chair signature of the Transit Asset Management Resolution of Support for MnDOT.

Approval and chair signature of the Transit Asset Management Resolution of Support for NDDOT.

**2018-XXX  
RESOLUTION OF THE FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS  
(FM Metro COG)**

**Supporting Transit Asset Management (TAM)**

**Whereas**, with the purpose of directing national transit assets to achieve and maintain a state of good repair (SGR), the Fixing America's Surface Transportation (FAST) Act requires transit systems to establish Federal Performance Targets as detailed in 49 CFR 625; and

**Whereas**, under this instruction, City of Moorhead has established these targets within the system's adopted 2016-2020 Transit Development Plan, which contains their Transit Asset Management (TAM) plan; and

**Whereas**, metropolitan planning organizations (MPOs) must either support their respective transit operator's targets or adopt their own;

**Now, therefore, be it resolved**, that the Fargo-Moorhead Metropolitan Council of Governments (FM Metro COG) agrees to support City of Moorhead's Transit Asset Management plan, as well as to plan and program projects so that the projects contribute to the accomplishment of City of Moorhead's transit asset management targets.

**CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Fargo-Moorhead Metropolitan Council of Governments at a duly authorized meeting thereof, held on the twentieth day of September 2018 as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**2018-XXX**  
**RESOLUTION OF THE FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**(FM Metro COG)**

**Supporting Transit Asset Management (TAM)**

**Whereas**, with the purpose of directing national transit assets to achieve and maintain a state of good repair (SGR), the Fixing America's Surface Transportation (FAST) Act requires transit systems to establish Federal Performance Targets as detailed in 49 CFR 625; and

**Whereas**, under this instruction, City of Fargo has established these targets within the system's adopted 2016-2020 Transit Development Plan, which contains their Transit Asset Management (TAM) plan; and

**Whereas**, metropolitan planning organizations (MPOs) must either support their respective transit operator's targets or adopt their own;

**Now, therefore, be it resolved**, that the Fargo-Moorhead Metropolitan Council of Governments (FM Metro COG) agrees to support City of Fargo's Transit Asset Management plan, as well as to plan and program projects so that the projects contribute to the accomplishment of City of Fargo's transit asset management targets.

**CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Fargo-Moorhead Metropolitan Council of Governments at a duly authorized meeting thereof, held on the twentieth day of September 2018 as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



Fargo-Moorhead Metropolitan  
Council of Governments

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**To:** Metro COG Policy Board  
**From:** Dan Farnsworth  
**Date:** September 13, 2018  
**Re:** **ATAC Master Agreement**

**Attachment 1** is the master agreement between NDSU's Advanced Traffic Analysis Center (ATAC), the NDDOT, and the three metropolitan planning organizations (MPOs) in North Dakota, which includes Metro COG.

The aforementioned entities regularly contract with ATAC for support in their respective travel demand models. The agreements are a three-year term contract with the most recent term ending September 30, 2018.

Therefore, Metro COG and the other associated entities are seeking to enter into another three-year agreement with ATAC which will be effective October 1, 2018 – September 30, 2021.

**Requested Action:**

**Approval of the master agreement with ATAC effective October 1, 2018 – September 30, 2021, pending final NDDOT review.**

**AMENDMENT to: NDDOT Contract No. 38151860  
North Dakota MPO Planning Support Program  
MASTER AGREEMENT**

THIS AMENDMENT to the above-referenced contract is entered into by and between the partners in this agreement, which are: the North Dakota Department of Transportation, the Bismarck-Mandan Metropolitan Planning Organization, the Fargo-Moorhead Metropolitan Council of Governments, the Grand Forks-East Grand Forks Metropolitan Planning Organization, and the Advanced Traffic Analysis Center of the Upper Great Plains Transportation Institute at North Dakota State University.

WHEREAS, the parties entered into a contract on October 1, 2015 through September 30, 2018,

WHEREAS, the parties are requesting an extension of the contract from October 1, 2018 through September 30, 2021; and

WHEREAS, the parties agree to the following changes to the above-referenced agreement:

**Section 4.1 Participation Fee - Page**

**Remove the following information:**

Each of the four agencies participating in the program will contribute an annual base participation fee of \$10,000. This fee will provide participants access to the information developed through the program activities and allow ATAC to develop the core program. The fee will be billed annually on or about November 1 of each program year and quarterly for the NDDOT.

**Add the following information:**

Each of the four agencies participating in the program will contribute an annual base participation fee of \$10,000. This fee will primarily be used for objective number 8 allowing ATAC staff to prepare and conduct quarterly meetings and training during these meetings. The fee will also provide participants access to the information developed through the program activities and allow ATAC to research and develop addendum requests. The fee will be billed annually on or about November 1 of each program year and quarterly for the NDDOT.

**Section 5 Effective Duration - Page 8**

**Remove the following information:**

Duration of the agreement will be three years, beginning October 1, 2015 through September 30, 2018.

**Add the following information:**

Contract duration will be an additional three years, October 1, 2018 through September 30, 2021.

NOW THEREFORE, the parties agree that the original Travel Demand Modeling Support Program Master Agreement shall be renewed with the above-mentioned changes.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.



Witness:

Bismarck-Mandan Metropolitan  
Planning Organization

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Executive Director (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness:

Fargo-Moorhead Metropolitan Council of  
Governments

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Executive Director (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness:

Grand Forks-East Grand Forks  
Metropolitan Planning Organization

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Executive Director (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness:

North Dakota Department of Transportation

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Director (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness:

North Dakota State University

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Sponsored Programs Administration (Type  
or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Fargo-Moorhead Metropolitan  
Council of Governments

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**To:** Policy Board  
**From:** Cindy Gray, AICP  
**Date:** 9/14/18  
**Re:** **2017 Audit Financial Report**

Included for your review (Attachment 1) is a copy of the 2017 Audit report prepared by Brady Martz. Hard copies of the document will be available at the meeting.

**Requested Action: Review and File the final 2017 audit.**

**FARGO – MOORHEAD METROPOLITAN  
COUNCIL OF GOVERNMENTS  
FARGO, NORTH DAKOTA**

AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2017

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## **INDEPENDENT AUDITOR'S REPORT**

To the Governing Board  
 Fargo-Moorhead Metropolitan Council of Governments  
 Fargo, North Dakota

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and general fund of Fargo-Moorhead Metropolitan Council of Governments as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and general fund of Fargo-Moorhead Metropolitan Council of Governments as of December 31, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America requires that the management's discussion and analysis and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Fargo-Moorhead Metropolitan Council of Governments' basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2018 on our consideration of Fargo-Moorhead Metropolitan Council of Governments' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Council's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Fargo-Moorhead Metropolitan Council of Governments' internal control over financial reporting and compliance.



**BRADY, MARTZ & ASSOCIATES, P.C.  
GRAND FORKS, NORTH DAKOTA**

June 19, 2018

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

As Management of the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), we offer readers of Metro COG's financial statements this narrative overview and analysis of the financial activities of Metro COG for the fiscal year ended December 31, 2017. We encourage readers to consider the information presented here in conjunction with Metro COG's financial statements, which begin on page 10.

**Financial Highlights**

- The assets of Metro COG exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$284,487 (net position). Of this amount, \$275,078 (unrestricted net position) may be used to meet Metro COG's ongoing obligations.
- Metro COG's cash balance at December 31, 2017 was \$177,929 representing a decrease of \$45,877 from December 31, 2016.
- Metro COG's total net position increased by \$7,201.
- Metro COG had revenues of \$2,159,469 and expenses of \$2,152,268 for the year ended December 31, 2017. Revenues included grant funds of \$1,436,948, local matching funds of \$595,313, local dues of \$126,120 and other income of \$1,088. For the year ended December 31, 2016, Metro COG's revenues were \$859,981 and expenses were \$850,364. Revenues for the year ended December 31, 2016 included grant funds of \$650,810, local matching funds of \$88,508, local dues of \$120,114, and other income of \$549.

**Overview of the Financial Statements**

The discussion and analysis is intended to serve as an introduction to Metro COG's basic financial statements. Metro COG's basic financial statements comprise three parts: 1) Governmental Funds Balance Sheet/Statement of Net Position, 2) Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund Balances/Statement of Activities, and 3) Notes to the Financial Statements.

***BASIC FINANCIAL STATEMENTS***

The basic financial statements are designed to provide readers with a broad overview of Metro COG's finances, in a manner similar to a private-sector business.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

The *statement of net position* presents information on all of Metro COG's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between these reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Metro COG is improving or deteriorating.

	<u>2017</u>	<u>2016</u>
<b>ASSETS</b>		
Current and Other Assets	\$ 668,930	\$ 396,689
<b>TOTAL ASSETS</b>	<u>668,930</u>	<u>396,689</u>
<b>LIABILITIES</b>		
Current Liabilities	<u>256,565</u>	<u>85,629</u>
<b>TOTAL LIABILITIES</b>	<u>256,565</u>	<u>85,629</u>
<b>DEFERRED INFLOW OF RESOURCES</b>		
Local Match - Federal Planning Contracts	<u>127,878</u>	<u>33,774</u>
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<u>127,878</u>	<u>33,774</u>
<b>NET POSITION</b>		
Net Investment in Capital Assets	9,409	6,374
Unrestricted	<u>275,078</u>	<u>270,912</u>
<b>TOTAL NET POSITION</b>	<u>\$ 284,487</u>	<u>\$ 277,286</u>

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

The *statement of activities* presents information showing how Metro COG's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., depreciation and earned but unused vacation leave).

	<u>2017</u>	<u>2016</u>
<b>REVENUE</b>		
Operating Grants and Contributions	\$ 2,158,381	\$ 859,432
Other income	<u>1,088</u>	<u>549</u>
	<u>2,159,469</u>	<u>859,981</u>
<b>EXPENSES</b>		
Salaries	450,103	444,588
Fringe Benefits	59,293	56,246
Travel	7,106	5,995
Professional Fees	11,023	6,575
Rent and Utilities	35,153	34,463
Bookkeeping Service	12,409	11,642
Advertising	1,028	3,018
Telephone	2,934	2,842
Office Expense	10,473	8,967
Dues and Subscriptions	752	1,516
Project Costs (Contracted Planning)	967,317	243,086
Equipment Lease	11,591	11,783
Insurance	5,461	5,672
Special Activities	573,438	3,059
Compensated Absences	1,227	8,594
Depreciation	<u>2,960</u>	<u>2,318</u>
	<u>2,152,268</u>	<u>850,364</u>
Change in Net Position	7,201	9,617
Net Position, Beginning of Year	<u>277,286</u>	<u>267,669</u>
Net Position, End of Year	<u>\$ 284,487</u>	<u>\$ 277,286</u>

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

The basic financial statements report on the primary function of Metro COG as being supported by intergovernmental revenues from local, state, and federal sources. Metro COG is responsible for harmonizing transportation planning and programming decisions involving local, state, and federal agencies to ensure the efficient management and operations of the surface transportation system within the FM Metropolitan area. Metro COG's primary revenue source is from the U.S. Department of Transportation.

The basic financial statements can be found on pages 10 and 11 of this report.

***FUND FINANCIAL STATEMENTS***

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Metro COG, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Metro COG has only one fund type, namely a general fund that is used to account for its operations.

***NOTES TO THE FINANCIAL STATEMENTS***

The notes provide additional information that is essential to a full understanding of the data provided in the fund financial statements. The notes to the financial statements can be found on pages 12 through 21 of this report.

**Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Metro COG, assets exceeded liabilities and deferred inflows of resources by \$284,487 at the close of the most recent fiscal year.

During the current fiscal year, net position of Metro COG increased by \$7,201. Metro COG's revenues are largely intergovernmental revenues received from cost reimbursement grants. Metro COG draws down monies from the grants' awards for allowable program expenses, except for non-cash transactions, such as changes in compensated absences. Metro COG's intergovernmental revenues and charges for services were sufficient to cover all expenses incurred during the year.

**Financial Analysis of Metro COG's Funds**

As noted earlier, Metro COG uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. Metro COG's general fund is discussed below:

***GENERAL FUND***

As of the end of the current fiscal year, Metro COG's general fund reported an ending fund balance of \$300,799. Metro COG's major sources of revenues are cost reimbursement state and federal grants, as well as local dues and local matches collected from local units of government. The fund balance primarily represents the accumulation of local monies and interest income in excess of expenditures not reimbursed by funding sources.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

**General Fund Budgeting Highlights**

Actual revenues were \$1,153,562 lower than expected and actual expenditures were \$1,142,977 under budget in the general fund.

**Capital Asset and Debt Administration**

***CAPITAL ASSETS***

Metro COG's capitalization threshold is \$5,000. As of December 31, 2017, Metro COG had capital assets, net of accumulated depreciation, of \$9,409. See Note 5 of this report for more information on capital assets.

**Economic Factors and Next Year's Budgets and Rates**

Metro COG has budgeted over \$2.55 million for 2018 to support Metro COG operations and contracted planning studies. This amount has increased over the course of the fiscal year through several UPWP amendments that were made for the purpose of adding needed projects that were fiscally feasible due to unused CPG funds available from past years. NDDOT has provided a secure estimate of 2018 CPG funds, and local jurisdictions have provided or budgeted for the local matching funds required to carry out these projects. Federal CPG dollars for 2019-2020 are expected to be approximately \$1.14 million. budgeting for those two years has been completed based on that expectation.

**Future Events that will Financially Impact Metro COG**

The Fixing America's Surface Transportation (FAST) Act authorizes funding through 2020 for many transportation projects and programs, including transportation planning activities carried out by metropolitan planning organizations such as Metro COG. However, funding for the last two years of the FAST Act have not been appropriated. Metro COG's estimated federal CPG funds for 2019 and 2020 are an estimate based on historical information and input from FHWA and NDDOT.

New funding formulas may have an effect on MPO funding through the NDDOT Consolidated Planning Grant (CPG). The NDDOT figures provided for planning purposes show that an anticipated CPG is expected to be approximately \$1.14 million in 2019 and 2020. This has been accounted for in the budgets for the 2019-2020 Unified Work Program (UPWP).

The 2020 Census of the Population is very likely to have a financial impact on Metro COG. The Minot area may reach a population of 50,000 in the 2020 Census, which meets the threshold for becoming an MPO. This would require North Dakota's CPG funds to be spread to an additional MPO. A new funding formula will be required to accommodate the new MPO. This could result in less funds for FM Metro COG. In addition, the Fargo-Moorhead metropolitan area will exceed the 200,000 population threshold, which allows the formation of a Transportation Management Area (TMA). A TMA receives a dedicated amount of federal transportation funds through what is now the Surface Transportation Program. These funds may be used for streets, highways, transit and planning.

The FHWA and NDDOT have discussed the potential for the three North Dakota MPOs to renegotiate a revised CPG funding formula prior to the 2020 Census. A change to the base

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

amount provided to each MPO is the most possible change at this point; however, none of their respective Policy Boards have come to resolution on the issue. The NDDOT may, at their discretion, change the formula to one that they consider equitable to all MPOs. No action has been taken on this matter. A change to the funding formula could decrease the amount of CPG funds available to Metro COG.

If any of the above scenarios result in less funding for FM Metro COG, it would be necessary to reduce staffing of the organization or drop some or all of the consultant led studies and focus on the core required planning studies for all MPOs.

**Contacting Metro COG's Financial Management**

The financial report is designed to provide a general overview of Metro COG's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Michael Maddox, Interim Executive Director, Fargo-Moorhead Metropolitan Council of Governments, Case Plaza Suite 232, One 2nd Street North, Fargo, North Dakota, or call (701) 232-3242.



**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**GOVERNMENTAL FUNDS BALANCE SHEET / STATEMENT OF NET POSITION**  
**AS OF DECEMBER 31, 2017**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>ASSETS</b>			
Cash and Investments	\$ 177,929	\$ -	\$ 177,929
Receivables:			
Due from NDDOT	478,434	-	478,434
Due from MNDOT	2,682	-	2,682
Interest Receivable	476	-	476
Capital Assets, Net of Accumulated Depreciation	<u>-</u>	<u>9,409</u>	<u>9,409</u>
Total Assets	<u>659,521</u>	<u>9,409</u>	<u>668,930</u>
<b>LIABILITIES AND DEFERRED INFLOW OF RESOURCES</b>			
Liabilities:			
Accounts Payable	230,343	-	230,343
Accrued Payroll Liabilities	501	-	501
Compensated Absences:			
Expected to be paid within one year	<u>-</u>	<u>25,721</u>	<u>25,721</u>
Total Liabilities	<u>230,844</u>	<u>25,721</u>	<u>256,565</u>
Deferred Inflow of Resources:			
Local Match - Federal Planning Contracts	<u>127,878</u>	<u>-</u>	<u>127,878</u>
Total Liabilities and Deferred Inflow of Resources	<u>358,722</u>	<u>25,721</u>	<u>384,443</u>
<b>FUND BALANCE / NET POSITION</b>			
Fund Balance:			
General Fund - Assigned	<u>300,799</u>	<u>(300,799)</u>	<u>-</u>
Net Position:			
Net Investment in Capital Assets			9,409
Unrestricted		<u>284,487</u>	<u>275,078</u>
Total		<u>\$ 284,487</u>	<u>\$ 284,487</u>

See Notes to the Financial Statements

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES / STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues:			
Federal - Passed Through State of ND	\$ 1,410,128	\$ -	\$ 1,410,128
State - Minnesota	26,820	-	26,820
Local Dues	126,120	-	126,120
Local Match (Contracted Planning)	595,313	-	595,313
Other Income	1,088	-	1,088
	<u>2,159,469</u>	<u>-</u>	<u>2,159,469</u>
Expenditures/Expenses:			
Public Works			
Current:			
Salaries	450,103	-	450,103
Fringe Benefits	59,293	-	59,293
Travel	7,106	-	7,106
Professional Fees	11,023	-	11,023
Rent and Utilities	35,153	-	35,153
Bookkeeping Service	12,409	-	12,409
Advertising	1,028	-	1,028
Telephone	2,934	-	2,934
Office Expense	10,473	-	10,473
Dues and Subscriptions	752	-	752
Project Costs (Contracted Planning)	967,317	-	967,317
Equipment Lease	11,591	-	11,591
Insurance	5,461	-	5,461
Special Activities	573,438	-	573,438
Compensated Absences	-	1,227	1,227
Depreciation	-	2,960	2,960
Capital Outlay	5,995	(5,995)	-
Total Expenditures/Expenses:	<u>2,154,076</u>	<u>(1,808)</u>	<u>2,152,268</u>
Excess of Revenues Over Expenses	5,393	(5,393)	-
Change in Net Position	-	7,201	7,201
Fund Balance / Net Position			
Beginning of the Year	<u>295,406</u>	<u>-</u>	<u>277,286</u>
End of the Year	<u>\$ 300,799</u>	<u>\$ -</u>	<u>\$ 284,487</u>

See Notes to the Financial Statements

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2017**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of Metro COG's accounting policies are described below.

**Reporting Entity**

The accompanying financial statements present the activities of Metro COG. Metro COG has considered all potential component units for which Metro COG is financially accountable and other organizations for which the nature and significance of their relationships with Metro COG such that exclusion would cause Metro COG's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. This criteria includes appointing a voting majority of an organization's governing body and (1) the ability of Metro COG to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on Metro COG.

Based on these criteria, there are no component units.

**Basis of Presentation**

Metro COG's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of Metro COG.

**Basis of Accounting**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligible requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

Under the terms of grant agreements, Metro COG funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net position available to finance the program. It is Metro COG's policy to first apply cost-reimbursement grant resources to such programs, and then by general revenues.

The government reports the following major governmental funds:

The general fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Budgets**

Based upon available financial information and request by the board, the executive director prepares Metro COG's budget. The budget is prepared for the general fund on the modified accrual basis of accounting. The budget includes the proposed expenditures and the means of financing them. All annual appropriations lapse at year-end. It is typical that Metro COG expends 100% of collected local dues (paid by member units of government) and its MN/DOT State Planning Grant during the current budget year. Metro COG typically carries over federal funds and the requisite 20% non-federal local match from one budget year to the next for Contracted Planning activities.

**Cash and Investments**

Metro COG considers cash equivalents to be money market funds and demand deposits. Deposits must either be deposited with the Bank of North Dakota or in another financial institution situated and doing business within the state. Deposits, other than with the Bank of North Dakota, must be fully insured or bonded. In lieu of a bond, a financial institution may provide a pledge of securities equal to 110% of the uninsured balance.

State statutes authorize Metro COG to invest in: (1) Bonds, treasury bills and notes, or other securities that are a direct obligation of, or an obligation insured or guaranteed by, the treasury of the United States, or its agencies, instrumentalities, or organization created by an act of Congress. (2) Securities sold under agreements to repurchase, written by a financial institution in which the underlying securities for the agreement to repurchase are the type listed above. (3) Certificates of Deposit fully insured by the federal deposit insurance corporation or the state. (4) Obligations of the state.

Investments consist of certificates of deposit stated at cost.

**Capital Assets and Depreciation**

Capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not known. Contributed assets, including those from the federal government, are recorded at acquisition value on the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Costs incurred for repairs and maintenance are expensed as incurred.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

Capital assets are defined by the federal government as assets with an initial individual cost of more than \$5,000. Metro COG's capitalization policy is \$5,000. It is also Metro COG practice to require that any capital purchase of more than \$5,000 be approved by the appropriate federal agency (E.g. FHWA, FTA, etc.). Such assets purchased as capital expenditures shall belong to each funding agency in proportion to their share of the original costs, unless regulations state otherwise. All such items shall be inventoried, and if sold, the funding agencies shall receive or be credited their proportional share, in accordance with federal regulations.

Property and equipment are carried at cost less accumulated depreciation computed on the straight-line method over periods ranging between 7 to 50 years.

**Encumbrances**

Encumbrances, which represent commitments related to unperformed contracts for goods or services, have not been recorded in the financial statements.

**Receivables**

Receivables comprise of amounts receivable from the North Dakota Department of Transportation and the Minnesota Department of Transportation and are reimbursements due for expenses in the operation of various programs. These amounts consist of a mix of state and federal dollars. These amounts are expected to be collected in full and no allowance for doubtful accounts is deemed necessary.

**Accounts Payable**

Accounts payable consists of amounts on open account for goods and services received prior to December 31, 2017, and chargeable to the appropriations for the year then ended but paid for subsequent to that date.

**Compensated Absences**

Employees accrue vacation leave at a rate of various hours per month for years of continuous service. The maximum amount of vacation leave is an amount that can be earned in the prior two years, to be used at the discretion of the employee and his/her department head. All outstanding vacation is payable upon termination and is recorded in the financial statements.

Sick leave is accrued at a rate of one working day per each full month of service. Employees will receive monetary compensation of (50) percent of all sick leave hours accumulated over 960 hours. This compensation is made to eligible employees at the end of December each year. Terminated employees receive compensation of all sick leave hours up to 960 at a rate of (25) percent and over 960 hours at a rate of (50) percent. Twenty five percent of accumulated unpaid sick leave is recorded in the financial statements as no employee had over 960 hours accrued as of December 31, 2017.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

**Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resource (expense/expenditure) until then. Metro COG does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Metro COG has one type of item that qualifies for reporting in this category. The governmental funds report unavailable revenues from one source, federal planning contracts. These amounts are deferred and recognized as an inflow of resources in the period that the contract commitments are fulfilled.

**Fund Balance**

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*, provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the strength of the spending constraints and the purposes for which resources can be used:

*Nonspendable* - consists of amounts that are not in spendable form, such as inventory and prepaid items.

*Restricted* - consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by law through constitutional provisions or enabling legislation.

*Committed* - consists of internally imposed constraints. These constraints are established by formal action of the Policy Board.

*Assigned* - consists of internally imposed constraints. These constraints reflect the specific purpose for which it is the Organization's intended use. These constraints are established by the Policy Board. Pursuant to Board resolution, the Organization's Executive Director may be authorized to establish assignments of fund balance.

*Unassigned* - is the residual classification for the general fund and also reflects negative residual amounts in other funds.

The Metro COG does not have a formal fund balance policy, however, when both restricted and unrestricted resources are available for use, Metro COG will first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, Metro COG will use resources in the following order; 1) committed, 2) assigned, 3) unassigned.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

**Net Position**

Net position represents the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources in Metro COG's financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any long-term debt attributable to the acquisition, construction, or improvement of those assets. Restricted Net Position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted Net Position is the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

**Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the recorded amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Economic Dependency**

Metro COG has significant economic dependency on the grant revenues from the Department of Transportation.

**NOTE 2 LEGAL COMPLIANCE – BUDGETS**

**Expenditures Over Appropriations**

The following expenditures exceeded their budgeted amounts by the following during the year ended December 31, 2017:

Salaries	\$ 8,917
Professional Fees	3,619
Equipment Lease	580
Capital Outlay	5,995
Special Activities	573,438

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

**NOTE 3 DEPOSITS AND INVESTMENTS**

**Custodial Credit Risk**

Custodial credit risk is risk associated with the failure of a depository financial institution to recover its deposits or collateralized securities that are in the possession of outside parties. Metro COG does not have a formal policy that addresses custodial credit risk for deposits. However, in accordance with state statutes, Metro COG maintains deposits at those depository banks and savings and loans authorized by Metro COG, all of which are covered by federal deposit insurance. These statutes also require that the deposits be protected by insurance, collateral or surety bond. The fair value of the collateral pledged must be equal to or greater than 110% of the deposits not covered by insurance or bonds. As of December 31, 2017, the carrying amount of all deposits was \$177,929 and the bank balance was \$246,498. The entire balance of Metro COG's deposits are either fully insured or properly collateralized, and have no custodial risk.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates of debt securities will adversely affect the fair value of an investment. The price of debt security typically moves in the opposite direction of the change in interest rate. Metro COG does not have a formal investment policy that limits investment maturities as a means of managing its exposure to potential fair value losses arising from future changes in interest rates. As of December 31, 2017, Metro COG had no debt securities investments.

**Credit Risk**

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Metro COG does not have a formal investment policy that specifically addresses credit risk. As of December 31, 2017, Metro COG had no debt securities investments.

**Concentration of Credit Risk**

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. Metro COG does not have an investment policy that specifically addresses concentrations of credit risk in a single issuer. As of December 31, 2017, Metro COG had no debt securities investments.



**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

**NOTE 4 CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2017 was as follows:

<u>Governmental Activities</u>	<u>Balance January 1, 2017</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance December 31, 2017</u>
Capital Assets Being Depreciated:				
Equipment	\$ 60,845	\$ 5,995	\$ -	\$ 66,840
Less Accumulated Depreciation:				
Equipment	<u>(54,471)</u>	<u>(2,960)</u>	<u>-</u>	<u>(57,431)</u>
Total Capital Assets Being Depreciated, Net	<u>\$ 6,374</u>	<u>\$ 3,035</u>	<u>\$ -</u>	<u>\$ 9,409</u>

**NOTE 5 COMPENSATED ABSENCES**

The following is a summary of changes in compensated absences for the year ended December 31, 2017.

<u>Balance 12/31/2016</u>	<u>Accrued 2017</u>	<u>Used 2017</u>	<u>Balance 12/31/2017</u>	<u>Current Portion 12/31/2017</u>
<u>\$ 24,494</u>	<u>\$ 29,894</u>	<u>\$ 28,667</u>	<u>\$ 25,721</u>	<u>\$ 25,721</u>

**NOTE 6 SIMPLE DEFERRED COMPENSATION PLAN**

Metro COG maintains a SIMPLE deferred compensation program for its employees. Metro COG contributes three percent of compensation for employees participating at the same or greater rate. The amount of this contribution for 2017 was \$13,145.

**NOTE 7 DESIGNATED FUND BALANCE/NET POSITION**

Metro COG management has designated fund balance/net position for the following:

Matching	\$ 22,726
Special Projects	17,100
Unemployment	15,000
Strategic Reserve	144,669
Bike Maps Printing	<u>6,705</u>
Total	<u>\$ 206,200</u>

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

**NOTE 8 COMMITMENTS AND CONTINGENCIES**

**Leases**

Metro COG entered into a lease agreement with Case Plaza LLC for the use of the facilities from which Metro COG operates. The lease expires on December 31, 2022. During the year ended December 31, 2017, rents paid to Case Plaza LLC amounted to \$35,153. Annual rents due for the next five years are as follows:

2018	\$ 35,843
2019	36,561
2020	37,307
2021	38,054
2022	38,801

**Risk Management**

Metro COG is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The State Bonding Fund currently provides Metro COG with Blanket fidelity bond coverage in the amount of \$326,000 for its employees. The State Bonding fund does not currently charge a premium for this coverage.

Metro COG participates in the North Dakota Worker's Compensation Bureau.

Metro COG is currently insured for commercial/general liability, automobile liability insurance (nonowned and hired), personal property, inland marine, and Directors and Officers (liability). Metro COG purchases its insurance through the private market. Metro COG has not filed any claims in the last three calendar years.

**Grant Programs**

Metro COG participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that Metro COG has not complied with the rules and regulations governing the grants, refunds or any money received may be required and the collectability of any related receivable at December 31, 2017, may be impaired. In the opinion of Metro COG, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

**NOTE 9 NEW PRONOUNCEMENTS**

Additional significant Government Accounting Standards Board (GASB) Statements that will be applicable in future years are as follows:

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement is effective for fiscal years beginning after June 15, 2017. Earlier application is encouraged.

GASB Statement No. 82, *Pension Issues – an Amendment of GASB Statements No. 67 and No. 73*, provides further guidance regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. This Statement amends GASB Statements No. 67 and No. 68 to require the presentation of covered payroll to be defined as the payroll on which contributions to a pension plan are based, rather than the payroll of employees that are provided with pensions through the pension plan. The requirements of this Statement are effective for reporting periods beginning after June 15, 2016, except for the requirements of this Statement for the selection of assumptions in a circumstance in which an employer's pension liability is measured as of a date other than the employer's most recent fiscal year-end. In that circumstance, the requirements for the selection of assumptions are effective for that employer in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017. Earlier application is encouraged.

GASB Statement No. 83, *Certain Asset Retirement Obligations*, addresses accounting and financial reporting for certain asset retirement obligations (AROs). This Statement establishes criteria for determining the timing and pattern of recognition of a liability and corresponding deferred outflow of resources for AROs. It also establishes disclosure of information about the nature of a government's AROs, the methods and assumptions used for the estimates of the liabilities, and the estimated remaining useful life of the associated tangible capital assets. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged.

GASB Statement No. 84, *Fiduciary Activities*, provides guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged.

GASB Statement No. 85, *Omnibus 2017*, addresses practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). The requirements of this Statement are effective for reporting periods beginning after June 15, 2017. Earlier application is encouraged.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**  
**AS OF DECEMBER 31, 2017**

GASB Statement No. 86, *Certain Debt Extinguishment Issues*, provides guidance for derecognizing debt that is defeased in substance, regardless of how cash and other monetary assets placed in an irrevocable trust for the purpose of extinguishing that debt were acquired. This Statement requires that any remaining prepaid insurance related to the extinguished debt be included in the net carrying amount of that debt for the purpose of calculating the difference between the reacquisition price and the net carrying amount of the debt. In addition, this Statement will enhance the decision-usefulness of information in notes to financial statements regarding debt that has been defeased in substance. This Statement is effective for reporting periods beginning after June 15, 2017. Earlier application is encouraged.

GASB Statement No. 87, *Leases*, establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. This Statement requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. This Statement is effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. This Statement is effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged.

Management has not yet determined what effect these statements will have on the Metro COG's financial statements.

**NOTE 10 SUBSEQUENT EVENTS**

No significant events occurred subsequent to Metro COG's year end. Subsequent events have been evaluated through June 19, 2018, which is the date these financial statements were available to be issued.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCE**  
**GENERAL FUND – BUDGET AND ACTUAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Federal - Passed Through State of ND	\$ 1,868,552	\$ 2,178,997	\$ 1,410,128	\$ (768,869)
State - Minnesota	26,820	26,820	26,820	-
Local Dues	126,120	126,120	126,120	-
Local Match (Contracted Planning)	763,000	978,219	595,313	(382,906)
Other Income	-	2,875	1,088	(1,787)
Total Revenues	<u>2,784,492</u>	<u>3,313,031</u>	<u>2,159,469</u>	<u>(1,153,562)</u>
Expenses				
Salaries	441,186	441,186	450,103	(8,917)
Fringe Benefits	120,124	120,124	59,293	60,831
Travel	15,457	15,457	7,106	8,351
Professional Fees	7,404	7,404	11,023	(3,619)
Rent and Utilities	36,934	36,934	35,153	1,781
Bookkeeping Service	12,543	12,543	12,409	134
Advertising	4,967	4,967	1,028	3,939
Telephone	3,091	3,091	2,934	157
Office Expense	16,101	16,101	10,473	5,628
Dues and Subscriptions	1,316	1,316	752	564
Project Costs (Contracted Planning)	2,086,000	2,618,237	967,317	1,650,920
Equipment Lease	11,011	11,011	11,591	(580)
Insurance	5,682	5,682	5,461	221
Miscellaneous	3,000	3,000	-	3,000
Capital Outlay	-	-	5,995	(5,995)
Special Activities	-	-	573,438	(573,438)
Total Expenditures / Expenses	<u>2,764,816</u>	<u>3,297,053</u>	<u>2,154,076</u>	<u>1,142,977</u>
Excess Revenues Over Expenditures	19,676	15,978	5,393	(10,585)
Fund Balance, Beginning of Year	<u>295,406</u>	<u>295,406</u>	<u>295,406</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 315,082</u>	<u>\$ 311,384</u>	<u>\$ 300,799</u>	<u>\$ (10,585)</u>

See Note to the Budgetary Comparison Schedule

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**NOTE TO THE BUDGETARY COMPARISON SCHEDULE**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

**NOTE 1 - BUDGETARY COMPARISON**

**BUDGET**

Metro COG prepares an annual budget on a per grant basis. This budget is approved by the Board and also must be approved by the grantor agency. The budget may be amended with the approval of the grantor agency.

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

<u>Federal Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Expenditures</u>
<b>FEDERAL PASS THROUGH - STATE OF NORTH DAKOTA</b>				
North Dakota Department of Transportation				
Highway Planning and Construction Cluster	20.205	Contract No. 38162107		<u>\$ 1,410,128</u>
<b>TOTAL FEDERAL PASS THROUGH - STATE OF NORTH DAKOTA</b>				<u>1,410,128</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS PASS THROUGH - STATE OF NORTH DAKOTA</b>				<u><u>\$ 1,410,128</u></u>

**NOTE TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Fargo-Moorhead Metropolitan Council of Governments under programs of the federal government for the year ended December 31, 2017. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Fargo-Moorhead Metropolitan Council of Governments, it is not intended to and does not present the financial position or changes in net position of Fargo-Moorhead Metropolitan Council of Governments.

**Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Fargo-Moorhead Metropolitan Council of Governments has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Governing Board  
Fargo-Moorhead Metropolitan Council of Governments  
Fargo, North Dakota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and general fund of Fargo-Moorhead Metropolitan Council of Governments as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise Fargo-Moorhead Metropolitan Council of Governments' basic financial statements, and have issued our report thereon dated June 19, 2018.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Fargo-Moorhead Metropolitan Council of Governments' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Fargo-Moorhead Metropolitan Council of Governments' internal control. Accordingly, we do not express an opinion on the effectiveness of Fargo-Moorhead Metropolitan Council of Governments' internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Fargo-Moorhead Metropolitan Council of Governments' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



**BRADY, MARTZ & ASSOCIATES, P.C.**  
**GRAND FORKS, NORTH DAKOTA**

June 19, 2018

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY  
THE UNIFORM GUIDANCE**

To the Governing Board  
Fargo-Moorhead Metropolitan Council of Governments  
Fargo, North Dakota

**Report on Compliance for Each Major Federal Program**

We have audited Fargo-Moorhead Metropolitan Council of Governments' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2017. Fargo-Moorhead Metropolitan Council of Governments' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for Fargo-Moorhead Metropolitan Council of Governments' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Fargo-Moorhead Metropolitan Council of Governments' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each federal program. However, our audit does not provide a legal determination on Fargo-Moorhead Metropolitan Council of Governments' compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, Fargo-Moorhead Metropolitan Council of Governments complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2017.

### **Report on Internal Control Over Compliance**

Management of Fargo-Moorhead Metropolitan Council of Governments is responsible for establishing and maintaining effective internal control over compliance with the types of requirements referred to above. In planning and performing our audit of compliance, we considered Fargo-Moorhead Metropolitan Council of Governments' internal control over compliance with the types of requirements that could have a direct and material effect on a federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Fargo-Moorhead Metropolitan Council of Governments' internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



**BRADY, MARTZ & ASSOCIATES, P.C.  
GRAND FORKS, NORTH DAKOTA**

June 19, 2018

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

**Section I-Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?      yes   x   no

Significant deficiency(ies) identified that are not considered to be material weaknesses?      yes   x   none

Noncompliance material to financial statements noted?      yes   x   no

Federal Awards

Internal control over major programs:

Material weakness(es) identified?      yes   x   no

Significant deficiency(ies) identified that are not considered to be material weaknesses?      yes   x   none

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?      yes   x   no

Identification of major programs:

CFDA Number(s) Name of Federal Program or Cluster

20.205 Highway Planning and Construction

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?      yes   x   no

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS - CONTINUED**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

**Section II-Financial Statement Findings**

None – no current year audit findings were reported

**Section III-Federal Award Findings and Questioned Costs**

None – no current year audit findings were reported

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**  
**SCHEDULE OF PRIOR YEAR AUDIT FINDINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

**2016-001 Finding**

**Criteria**

To provide reasonable assurance expenditures incurred by the Organization are properly supported.

**Condition**

During audit procedures, a sample of two months of credit card expenditure transactions were tested for appropriate supporting documentation. We noted there were eight (8) transactions during the months selected for testing, of which credit card statements were present for all transactions; however, there were four (4) transactions that were not properly supported by individual vendor invoices.

**Cause**

The Organization did not properly maintain vendor invoices for all transactions incurred on the credit card.

**Effect**

The Organization does not have documentation to properly support transactions incurred on the credit card.

**Recommendation**

We recommend the Organization maintain all supporting vendor invoices for expenditures incurred.

**Corrective Action Taken**

Transactions occurring via credit cards are now supported by invoices that are maintained in accordance with record retention policy.



Fargo-Moorhead Metropolitan  
Council of Governments

Case Plaza Suite 232 | One 2nd Street North  
Fargo, North Dakota 58102-4807  
p: 701.232.3242 | f: 701.232.5043  
e: metrocog@fmmetrocog.org  
www.fmmetrocog.org

**To:** Policy Board  
**From:** Cindy Gray  
**Date:** September 13, 2018  
**Re:** **Response to Draft Supplemental Environmental Impact Statement (DSEIS) for the Fargo-Moorhead Flood Risk Management Project**

On August 27, 2018, the Minnesota Department of Natural Resources (DNR) released the Draft Supplemental Environmental Impact Statement (DSEIS) for proposed Plan B of the Fargo-Moorhead Flood Risk Management Project (also known as the Fargo-Moorhead Area Diversion Project). While the DSEIS discloses potential environmental and socioeconomic impacts and proposed mitigations for Plan B, as well as information to decision-makers for permitting and land use, it does not recommend a final decision or alternative on the project.

The Environmental Review Unit of the DNR is accepting public comments on the DSEIS through September 27, 2018. As the organization designated to carry out the metropolitan transportation planning process in the Fargo-Moorhead area, Metro COG has begun to review the DSEIS and is expected to provide comments regarding cooperation and participation on the planning of transportation facilities related to the project. This letter will be presented as a lay-down item at the Policy Board meeting.

**Requested Action: Approve the Response Letter to the Draft Supplemental Environmental Impact Statement (DSEIS) for the Fargo-Moorhead Flood Risk Management Project.**

**To:** Policy Board  
**From:** Michael Maddox, AICP  
**Date:** September 14, 2018  
**Re:** **Final Draft 2019-2022 TIP**

Metro COG staff developed a draft 2019-2022 TIP that lists federally funded transportation projects for that four-year period. Metro COG posted a legal notice in the July 9, 2018 edition of The Forum to begin the official 30-day TIP comment period. This comment period began on July 19, 2018, which corresponded to Metro COG's Policy Board meeting.

A second legal notice was published in The Forum on August 20, 2018, advertising a public open house showcasing the Final Draft 2019-2022 TIP on September 6, 2018 from 4-6pm at the Fargo Downtown Library Community Room. As of the writing of this staff report, no formal comments have been submitted in regards to the TIP.

The Draft 2019-2022 TIP is comprised of projects listed in the NDDOT and MnDOT Draft State Transportation Improvement Program. As the development of the TIP continues, staff will be completing all the necessary components of the TIP, including a new performance measurement section.

You can find the Draft 2019-2022 at <http://fmmetrocog.org/resources/transportation-improvement-program> at the time of this printing, comments received by the Transportation Technical Committee are still being incorporated. A final draft will be available at the Policy Board meeting.

**Requested Action: Approval of the Final Draft 2019-2022 Transportation Improvement Program.**





**To:** Transportation Technical Committee  
**From:** Adam Altenburg, AICP  
**Date:** September 13, 2018  
**Re:** **Horace Comprehensive and Transportation Plan RFP**

The Fargo Moorhead Metropolitan Council of Governments and the City of Horace have developed a RFP to request technical proposals from consultants for an update of the 2007 Horace Comprehensive Plan.

The purpose of this RFP is to receive competitive proposals from qualified, multi-disciplinary consultant teams with expertise in land use planning, transportation, community development, urban design, economic development, and community outreach and engagement to complete a new Comprehensive and Transportation Plan for Horace, North Dakota. This plan shall be completed in accordance with accepted planning, design, and engineering practices and pertinent sections of Chapter 40-48 of the North Dakota Century Code.

This planning effort will focus on two primary components: an innovative comprehensive plan reflective of the changing dynamics of the city; and a detailed citywide transportation plan incorporating a flexible policy framework for addressing vehicular and multi-modal transportation system improvements.

The updated Comprehensive and Transportation Plan is envisioned as both a physical plan and policy guide for city staff and decision makers regarding future land uses and development in Horace over the next 25 years. The plan will also incorporate a refreshed vision for Horace and gauge the direction that citizens and other stakeholders within the community envision the city moving towards. It is anticipated that this plan would be completed by

The project will be funded in part with federal transportation planning funds and has a not-to-exceed budget of **\$160,000**. A proposed cost split would have the City of Horace providing \$80,000 (50% of total project costs) with the remaining \$80,000 (50%) coming from federal Consolidated Planning Grant (CPG) funds. This cost split is based in part on the scope of work tasks which are eligible or ineligible for federal transportation planning funds.

The City of Horace and Metro COG have proposed that a draft plan be completed by June 2019, with a final document ready for adoption in August 2019.

**Requested Action: Approve the RFP for the Horace Comprehensive and Transportation Plan.**

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2018-010**

***HORACE COMPREHENSIVE  
& TRANSPORTATION PLAN***

***SEPTEMBER 21, 2018***

**APPROVED:**

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**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:

### ***Horace Comprehensive and 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 **\$160,000 dollars**.

Interested firms may request a hard copy of this RFP by telephoning 701.232.3242, or by email at [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org). Copies will be posted on the North Dakota Department of Transportation QBS website ([www.dot.nd.gov](http://www.dot.nd.gov)) and will also be available for download in PDF format at [www.fmmetrocog.org](http://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, October 19, 2018** 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  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102  
[altenburg@fmmetrocog.org](mailto:altenburg@fmmetrocog.org)  
701-232-3242 ext. 34

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 701.232.3242 or email at [leach@fmmetrocog.org](mailto: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 land use planning, transportation, community development, urban design, economic development, and community outreach and engagement to complete a new Comprehensive and Transportation Plan for Horace, North Dakota. This plan shall be completed in accordance with accepted planning, design, and engineering practices and pertinent sections of Chapter 40-48 of the North Dakota Century Code.

This planning effort will focus on two primary components: an innovative comprehensive plan reflective of the changing dynamics of the city; and a detailed citywide transportation plan incorporating a flexible policy framework for addressing vehicular and multi-modal transportation system improvements.

The updated Comprehensive and Transportation Plan is envisioned as both a physical plan and policy guide for city staff and decision makers regarding future land uses and development in Horace over the next 25 years. The plan will also incorporate a refreshed vision for Horace and gauge the direction that citizens and other stakeholders within the community envision the city moving towards.

## **III. Background Information**

**Community Profile.** The City of Horace is a rapidly growing community with a population of over 2,700 residents located in the southwest corner of the greater Fargo-Moorhead metropolitan area. The city encompasses approximately 11.13 square miles and an additional 13.85 square miles are within the city's extraterritorial (ET) planning area providing zoning and platting jurisdiction.

While Horace has roots dating to the 1880's and was incorporated in the 1940's, the city has experienced a dramatic increase in population over the past 30 years, transitioning from a rural agricultural service center of around 660 in 1990, to a modern suburban community that is currently experiencing growth of over 60 dwelling units per year. In late September 2018, residents in Horace and the West Fargo School District will vote on a bond referendum that, if

passed, will result in construction of a middle school and high school along the south side of 76<sup>th</sup> Avenue S in Horace. This is likely to accelerate the desire/demand for growth in Horace and will be an important component of the Comprehensive and Transportation Plan.

Many of the city's homes and neighborhoods are located amongst mature, wooded enclaves along the Sheyenne River. Approximately 91 percent of the city's housing stock has been built since 1970, comprised of many upscale single-family homes on sizeable lots of one or more acres.

In part because of its scenic nature and the availability of large, rural lot developments, Horace has the highest household income of any city in the state. The median household income in Horace is \$86,070, which is \$32,330 higher than the median household income for the State of North Dakota as a whole. At 38.3 percent, the percentage of adults in Horace with a bachelor's degree or higher is over 10 percentage points higher than the statewide rate of 27.2 percent. Horace also has a high rate of home ownership, with 96.5 percent of dwelling units owned by their occupants.

Horace is connected to the metropolitan area via two principal corridors: County Road 17 and County Road 14 (100<sup>th</sup> Avenue S). Both corridors are primarily two-lane rural highway cross sections and each are maintained by Cass County. From 2010 to 2015, both roadways have seen a marked rise in reported traffic volumes, with average annual daily traffic (AADT) on County Road 17 increasing over 18 percent (4,985 to 5,910 AADT), and increasing nearly 36 percent on 100<sup>th</sup> Avenue S (865 to 1,175 AADT).

Horace Elementary School serves over 250 students in grades K-5. Horace Elementary School is part of the West Fargo School District and represented by the West Fargo School Board. As noted above, the district is currently looking to build a new 800-student middle school and 1,000-student high school in the city, with a special election on a \$106.9 million bond referendum set for September 25, 2018. The schools are needed by 2020. By 2025, the school district anticipates expanding the capacities of the schools to 1,600 for the middle school and 2,000 for the high school.

Unlike portions of the Fargo-Moorhead metropolitan area along the Red River, Horace is protected by permanent flood protection in the form of a diversion channel that diverts the waters of the Sheyenne River. Since 1992, the Sheyenne Diversion has stood against record floods levels in 1997 and 2009. The availability of flood protection has contributed to city's desirability and marketability for new home construction, as Horace is one of the few areas that is well-protected in the southwest metropolitan area.

Until recently, one of the limiting factors to Horace's growth potential was the city's ability to process wastewater. Horace's treatment system through its city lagoons had been at capacity since 2015, with a number of additional homes serviced by individual onsite septic systems. This issue was resolved with a wastewater agreement between Horace and the City of Fargo in 2017. Part of the agreement allowed for a sewer line connection from Horace to a new lift station in the Deer Creek neighborhood in Fargo, with capacity for 1,400 dwelling units.

The proposed Fargo-Moorhead Area Diversion will affect Horace's growth area primarily south of County Road 14. The complete project plan includes construction of an inlet structure and a 1,500

foot-wide earthen channel through the incorporated limits of the city as part of a 36-mile floodway through eastern Cass County. The project is currently subject to a temporary injunction in federal court, though equipment mobilization and pre-construction investigations had begun on an inlet and control structure in mid-2017.

**Current Plan.** Originally adopted in 2007, the current comprehensive plan for the City of Horace focuses on the following sections or topic areas:

- |                                   |                            |
|-----------------------------------|----------------------------|
| 1. Growth and Development Pattern | 5. Business and Industry   |
| 2. Land Use                       | 6. City Beautification     |
| 3. Public Services and Facilities | 7. Fringe Area Development |
| 4. Streets and Highways           | 8. Housing                 |

This plan initially served as a general guide for making decisions, spending funds, and assessing programs and services in an informed and consistent manner. But with no major reviews or revisions to the plan in recent years, the need has arisen to comprehensively update goals, objectives, and policies as part of an up-to-date, proactive Comprehensive and Transportation Plan. This plan will place a greater emphasis on transportation, economic development, and land use strategies that encourage variety and balance in future developments while supporting the city's vision for growth.

#### **IV. Project Objective**

The objective of this project is the preparation of a new Comprehensive and Transportation Plan for Horace, North Dakota which will document a vision for the city's future and provide strategic guidance relative to future growth decisions. The plan will include goals and guidelines that are tangible and achievable during a 25 year planning horizon. The plan, incorporating the most recent census data, city and regional trends, development challenges and issues, and best planning practices, should create an overall blueprint for Horace and recognize and appropriately plan for the city's physical, social, and economic assets.

The city intends for the Comprehensive and Transportation Plan to be a living, accessible, and engaging document that will help guide long term policy decisions and be directive to specific transportation and development issues when relevant. The aim for this project is to garner long term support and commitment of residents, stakeholders, the Planning and Zoning Committee, and the City Council for realizing the goals and vision of the Comprehensive and Transportation Plan.

#### **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 comprehensive and transportation plan but also has the ability to provide pro-activeness, vision, innovation, collaboration, and sustainability in examining and proposing new goals, objectives, and policies.

Outlined below is the scope of work that will guide development of the Comprehensive and Transportation Plan for the City of Horace. 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 project and coordination with any subconsultants, as well as all project activities including meetings with the project's study review committee (SRC), the preparation of meeting agendas, and the taking and reporting of meeting minutes. The consultant will identify a project lead from their team to act as the direct point of contact for the project manager and city staff. At a minimum, these coordination activities will include:

- Biweekly updates with the consultant project manager, the Metro COG project manager, and City of Horace staff; and
- Meetings with the SRC every four to six weeks.

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

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

**Task 2: Project Structure/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 November 2019. 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 3: Innovative 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 of all ages and backgrounds. Broad-based community engagement is considered critical to the success of this plan. This will include the SRC comprised of city staff, community leaders, 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 large community workshops or public meetings will be conducted, as well as smaller outreach events (i.e. pop-up events) 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 city residents; and
- Strategy for effective and consistent messaging across platforms and messengers.

The SRC will provide oversight and input into the development of the plan. Metro COG will assist with coordinating and scheduling SRC meetings. The consultant will be expected to work closely with Metro COG on the development of agendas and the coordination and distribution of materials to the SRC as applicable to consultant work tasks. The SRC is tentatively scheduled to be comprised of members from the following:

- Horace City Council
- Horace Planning and Zoning Committee
- City of Horace Staff
- Horace Park Board
- West Fargo School District/West Fargo School Board
- Cass County Staff
- Stanley and/or Warren Township
- Metro COG

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. Maintaining a project website or providing information to the City of Horace and Metro COG for posting on their websites will be required.

**Task 4: Plan Document.** The final document must be visually appealing, easy for the public to understand, and clearly communicate the city's plans and goals. 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 city is seeking 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 city's desired outcomes; and
- Is adaptable and easy to update as the city evolves after plan adoption.

The following is an outline of the specific sections or topic areas to be included in the Comprehensive and Transportation Plan update:

**Executive Summary.** It is envisioned that the executive summary will be a standalone document distributed more widely to the public. The summary should be concise and highly graphic, highlighting the community's vision and incorporating all major recommendations of the plan, including brief summaries relating to existing conditions, community engagement, plan development, and implementation strategies.

**Community Profile.** The plan will include an assessment of relevant existing conditions in Horace relating to land use, population and demographics, housing, employment and economic development conditions, recreation, health and wellness, and natural and cultural resources. The consultant should detail how leading demographic and socioeconomic indicators have changed over past years and how the city's performance relates to other communities in the greater Fargo-Moorhead metropolitan area. The consultant should also provide documentation of natural and manmade features that influence growth and development, such as drainage infrastructure, elevation (i.e. floodplain), riverbank stability, and soil conditions, to name a few.

**Vision.** The plan will include a vision statement based on discussions with the SRC, areas of consensus from community engagement, and a comprehensive analysis of existing community assets and opportunities in the city. The visioning process should be a consensus-building technique that brings the community together to recognize their shared values and purposes and helps create a sense of ownership in the plan document. The final vision statement should reflect a consensus on core values, character, status, and functions of the community over the next 25 years, as well as serve to guide development of goals, objectives, policies, and other sections of the plan.

**Housing and Population.** The plan will provide an analysis of Horace's housing needs in relation to future demographics and predicted population growth rates for the city and the region. The consultant should pay special attention to strategies that will help Horace provide an adequate housing supply to meet existing and forecasted demand, as well as provide for any current unmet housing needs. A review of existing housing conditions and demand for new housing units that meet the needs of diverse income and age groups within the city and the metropolitan area should be included as part of this section. The needs identified in the housing element should correlate strongly to the future land use plan and any plan strategies needed to meet the housing needs and goals such as zoning ordinance updates.

**Land Use.** The plan will include an assessment of the city's existing land use patterns, identifying any existing issues such as incompatible land uses and developed areas that may be in transition either now or in the future due to changing conditions.

Since land use planning is relatively new to the community, it will be important to incorporate activities that build stakeholder understanding and general consensus about

the intent and vision tied to different land use categories (i.e. land uses and densities intended for different land use categories). Stakeholders may also benefit from knowing how their vision and their definitions compare with that of neighboring communities.

Based on initial community visions, the existing conditions analysis, and other identified factors, it is envisioned that the consultant will develop at least two alternative land use and growth scenarios for review and discussion purposes. These scenarios should be accompanied by summaries that highlight the benefits and opportunity costs (trade-offs) of each scenario for review and consideration by the SRC and the public during community engagement activities. Ultimately, the draft and final land use plan is expected to consist of a blend of the initial alternatives. The results of the community outreach program will be captured in the final plan document and land use map.

Priority growth areas and phasing of growth is an important element of future land use planning to help guide the city's future extension of infrastructure. Acreages of different land uses should be correlated with different amounts of residential and non-residential growth, to help the city gauge the likely acreage consumption at different levels of growth (i.e. at different levels of household and population growth).

If zoning ordinance changes are needed in order to achieve the community's vision for future growth, these changes should be identified and described as implementation strategies.

Small Area Master Plans – During the planning process, the city wishes to identify up to three “small” areas or sites (i.e. approximately 160 acres or less) for which small area plans will be developed to communicate a more specific master planned vision for what the community envisions in these areas. These small area plans can apply to only those locations, or can also serve as prototypes for other areas in the city. The intent is that the master plans will provide greater detail about the form and appearance of development than that provided by the land use plan.

**Transportation.** The plan will include a new citywide transportation plan that provides transportation alternatives along with a long-range vision for the City of Horace's transportation system. This vision will be aimed at improving mobility, mitigating traffic congestion, improving safety for pedestrians, bicyclists and vehicular traffic, enhancements of important roadway corridors (including County Road 17 and 100<sup>th</sup> Avenue S), maintenance needs, and future integration and connections with neighboring communities.

The consultant should integrate essential information from various regional plans and studies to develop a highly visual and descriptive comprehensive transportation plan. The consultant should incorporate both a high level capacity analysis to ensure that proposed transportation improvements are representative to Horace's needs, as well as specific detailed analyses for certain transportation enhancements for specific areas of the city. The transportation plan should be prepared in a manner that allows for the city to incorporate future transportation updates as needed.

The consultant should provide an inventory and thorough needs assessment of the current transportation network including existing conditions, traffic statistics, roadway capacity ratings, connectivity needs, and safety issues. The consultant should address practical recommendations for alternative modes of transportation including bicycle and pedestrian improvements and potential future transit needs (correlating the potential for future transit service to future land use). The plan should also take into consideration Horace's transportation needs in relation to regional and state transportation plans and determine appropriate system connectivity within the city and neighboring communities, including close coordination with Metro COG's planned 76<sup>th</sup> Avenue Corridor Study. Additionally, the plan should include a review of trucking and freight movements (including rail freight) within the city, right-of-way protection needs, and city access management standards.

The citywide transportation plan should describe the city's current transportation funding methods, suggest funding methods for securing sufficient revenues and develop a financial plan to cover costs of implementing future transportation improvements. Given that the city's population is likely to reach the 5,000 threshold within a relatively short period of time, the funding implications of that growth threshold need to be documented.

**Parks and Recreation.** The plan will provide an assessment of existing park and recreation facilities and identify strategies and opportunities for the community to further develop and bolster recreation options in Horace. This plan component will tie strongly to the future land use plan and identify areas that are best suitable for park and recreational land use. This will also include a detailed analysis of greenspace preservation needs and future recreational facilities desired by the community based on community engagement. Future recreation opportunities along the Sheyenne River, the Sheyenne Diversion, Drain 27 (along the eastern edge of the city), and the Fargo-Moorhead Area Diversion should also be considered.

**City Facilities and Services.** The plan will provide documentation of Horace's existing city facilities and determine level of service for existing and planned city facilities and services. This should include, at minimum, an inventory of the city's water supply and treatment, sewage system and wastewater treatment, storm water, public safety, and other city services. The consultant will also work with Horace to incorporate findings from an internal analysis study of current facilities and services completed by the city.

**Community Character and Design.** The plan will include community character and design themes that address the city's uniqueness and have the potential to establish a sense of place for residents. The consultant broadly identify design guidelines and recommendations that can assist the city in planning for future neighborhoods and streetscapes that are attractive and context sensitive. These themes may be correlated with the Small Area Master Plans. The consultant should also provide urban design strategies for strengthening Horace's downtown corridor, as well as potential neighborhood centers and future mixed use developments. Gateways and corridors that

serve as entrances to the city should also be examined for ideas that project a distinct and positive image for residents and visitors to the city.

**Economic Development.** The plan will include a snapshot of Horace's economic base, jobs and workforce projections, a review of the city's role in the regional economy, and recommendations for economic development based on the city's community assets. The consultant should address ways to balance residential growth with commercial and industrial development, as well as other value-added economic activities to Horace. The consultant should identify economic development strategies based a review of existing city planning efforts and programs. The plan should also examine and document the relationship between economic development opportunities and the future land use plan and transportation plan.

**Natural Resources and Floodplain Management.** The plan will provide an inventory of existing natural resources and identity areas for future protection within Horace. This should include strategies or practices that pertain to environmental protection and quality of life. The future land use and transportation plans will need to be reflective of updated floodplain information and relevant information related to storm water retention. Flood protection methods as outlined in the Fargo-Moorhead Area Diversion Project should be documented and reflected in the plan.

**Implementation Strategy.** The implementation strategy will include specific actions or strategies that are tied to the new or revised goals, objectives, or policies that will help attain the city's vision. The strategies should identify short-term, mid-term, and/or long-term recommendations that are clear, concise, and relevant. This includes any activities, initiatives, programs, ordinances, or administrative systems to be put in place to implement the plan. The strategy should clearly outline and identify the appropriate entities responsible for each recommended strategy or action along with possible funding sources. The implementation strategy should also include methods for measuring success or benchmarks for each action item. The consultant should include the following information for each listed strategy:

- Brief description of the measure;
- Legal authorization for the measure, if applicable;
- Timeframe for initiating and completing the measure;
- Responsible party or entity for implementing the measure;
- Estimated cost (if any) of implementing the measure; and
- Funding source(s), if applicable.

**Additional Topics.** Additional themes or topics may be identified during community engagement activities or throughout the development of the plan. These topic areas may be included at the recommendation of the Metro COG, the City of Horace, and the SRC as appropriate.

**Task 5: Deliverables.** The consultant will prepare an administrative draft of the Comprehensive and 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. The consultant will consider and incorporate the comments received on the draft Comprehensive and Transportation Plan into the final plan, as appropriate, and present it to the SRC, Metro COG Transportation Technical Committee (TTC), Metro COG Policy Board, Horace Planning and Zoning Committee, and the Horace City Council.

The consultant is expected to provide the City of Horace with plan products including GIS shape files used to create maps and a high resolution document PDF format for printing.

Because of certain requirements associated with the use of federal transportation funds, the consultant will be asked to allocate a minimum of 62.5 percent of the project budget to the following task items:

- Task 1 – Project Management and Coordination
- Task 2 – Project Structure/Work Plan
- Task 3 – Innovative Community Engagement
- Task 4 – Plan Document
  - Land Use
  - Transportation
- Task 5 - Deliverables

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

## VI. Implementation Schedule

### 1) Consultant Selection.

Advertise for Consultant Proposals	9/21/2018
Deadline for RFP Clarifications/Questions	10/1/2018
Due Date for Proposal Submittals (by 4:30 p.m.)	10/19/2018
Review Proposals/Identify Finalists	(week of) 10/22/2018
Interview Finalists	(week of) 10/29/2018
Metro COG Policy Board Approval/Consultant Notice	11/15/2018
Contract Negotiations	(week of) 11/19/2018

### 2) Project Development (Major Milestones).

Notice to Proceed	(week of) 11/19/2018
Project Start-Up/Mobilization	(week of) 11/26/2018
Draft Plan Completed	June 2019
Final Documents Completed/Project Closeout	August 2019
Final Invoices Received	September 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 the City of Horace, the Horace City Council, the Horace Planning Commission, 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 November 21, 2018 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 Horace, 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 below 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  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102-4807  
[altenburg@fmmetrocog.org](mailto:altenburg@fmmetrocog.org)

All proposals received by **4:30 p.m. on Friday, October 19, 2018** at the Metro COG 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 October 1, 2018. 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 along with responses will be forwarded to applicants and posted on Metro COG's website on or after October 2, 2018.

## **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](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://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) [Horace Comprehensive Plan \(September, 2007\)](#)
- 2) [Southwest Metro Transportation Plan](#)
- 3) [Metro 2040 – 2014 Long Range Transportation Plan](#)
- 4) [Cass County Comprehensive and Transportation Plan](#)
- 5) [52<sup>nd</sup> Avenue Cooperative Planning and Environmental Report, Phase 1](#)
- 6) [Sheyenne Street Corridor Study](#)
- 7) [Metropolitan Bicycle and Pedestrian Plan](#)
- 8) [Sheyenne Diversion, Sheyenne Street Bicycle and Pedestrian Study](#)
- 9) [FM Area Diversion Acquisition and Mitigation Plan v.2 \(Draft\)](#)

## **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 not have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

## **XIX. Insurance**

The 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.



## Exhibit A – Cost Proposal Form

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

### REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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
				<b>Subtotal</b>	=	0.00	0.00
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>					0.00	0.00
3.	<b>Subcontractor Costs</b>					0.00	0.00
4.	<b>Materials and Supplies Costs</b>					0.00	0.00
5.	<b>Travel Costs</b>					0.00	0.00
6.	<b>Fixed Fee</b>					0.00	0.00
7.	<b>Miscellaneous Costs</b>					0.00	0.00
<b>Total Cost</b>					=	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**

DRAFT

# 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.

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## 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

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## 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.



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List of Disciplines (*Function Codes*)

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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 &amp; 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 &amp; 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 &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories *(Profile Codes continued)*

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<b>Code</b>	<b>Description</b>
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	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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	



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## H. ADDITIONAL INFORMATION

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

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## I. AUTHORIZED REPRESENTATIVE

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

<p><b>ARCHITECT-ENGINEER QUALIFICATIONS</b></p>	<p>1. SOLICITATION NUMBER <i>(If any)</i></p>
-------------------------------------------------	-----------------------------------------------

<p><b>ARCHITECT-ENGINEER QUALIFICATIONS</b></p>	<p>1. SOLICITATION NUMBER <i>(If any)</i></p>
-------------------------------------------------	-----------------------------------------------

## 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			
2c. CITY		2d. STATE	2e. ZIP CODE		a. TYPE	
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER			6c. E-MAIL ADDRESS		7. NAME OF FIRM (If Block 2a is a Branch Office)	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

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[illegible]

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>		<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>	
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:** Policy Board  
**From:** Michael Maddox, AICP  
**Date:** September 14, 2018  
**Re:** **MATBUS Transit Authority Study**

MATBUS and Metro COG are releasing a Request For Proposals (RFP) to retain consultant services to study how MATBUS will be affected by this region receiving the Transportation Management Area (TMA) designation. Once this region becomes a TMA, MATBUS will no longer be able to use FTA 5307 funding for operations, leaving a significant shortfall in funding.

This study will analyze MATBUS's current and future financial situation, wade through the cost/benefits of alternate funding schemes, look at how that would affect the governance structure, and help MATBUS to preparation and implementation of the recommendations of the aforementioned analysis.

MATBUS and the leadership from the Cities of Fargo and Moorhead met on September 11, 2018 to further discuss this issue. The attached RFP reflects changes made at that meeting.

**Requested Action: approval of the release of the MATBUS Transit Authority Study, pending NDDOT comment.**

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2018-220**

***MATBUS Transit Authority Study***

***September 14, 2018***

**APPROVED:**

---

**Cynthia Gray  
Metro COG, Executive Director**

## REQUEST FOR PROPOSALS (RFP)

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

### ***MATBUS Transit Authority 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, state, and local funds. The study has a not-to-exceed budget of **\$200,000**.

Interested firms may request a hard copy of this RFP by telephoning 701.232.3242, or by email at [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org). Copies will be posted on the North Dakota Department of Transportation QBS website ([www.dot.nd.gov](http://www.dot.nd.gov)) and will also be available for download in PDF format at [www.fmmetrocog.org](http://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 pm on Friday, October 19, 2018** 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 fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

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

Michael Maddox, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102  
[maddox@fmmetrocog.org](mailto:maddox@fmmetrocog.org)  
701-232-3242 ext. 33

Fax versions will be not accepted as substitutes for the 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 701.232.3242 or email at [leach@fmmetrocog.org](mailto: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 study the feasibility, financial implications, and possible governance structures that would be necessary in order to evaluate whether MATBUS should form a transit authority. The study would be a collaborative effort between Fargo and Moorhead (and possibly other regional jurisdictions) to explore funding options for MATBUS operations. The consultant would be an objective third party expert who would educate city leadership on the costs/benefits of various funding options, gain consensus among the jurisdictions involved, and walk MATBUS through the process of implementing the recommendations of the plan.

## **III. Background Information**

With the 2020 Census, the Fargo Moorhead Region will become a Transportation Management Area (TMA), which is a designation given to regions over 200,000 population. When the TMA designation is bestowed, MATBUS will only be able to use a percentage of FTA 5307 funds for operating expenses. Systems that have 75 or fewer fixed-route buses during peak hour service may receive operating assistance in an amount not to exceed 75% of the share of the apportionment that is attributable to such systems within the UZA as measured by vehicle revenue hours. Additional funding sources of a local nature must be found to replace the funds currently used for operations.

### History

MATBUS is comprised of two entities, the City of Fargo, ND and the City of Moorhead, MN, who have come together to cooperatively provide transit service within the region. Even though MATBUS operates as a joint entity, transit service is still embedded within each individual city government. A Metro Area Transit (MAT) Coordinating Board was created in order to make technical recommendations to both the Fargo City Commission and the Moorhead City Council, where decisions are ultimately made.

As transit services expands into other surrounding municipalities, such as Dilworth and West

Fargo, a different form of governance and additional funding may be necessary.

The idea of setting up a transit authority is not a new idea. In 1999, MATBUS completed a transit authority study. However, since that time MATBUS has expanded dramatically. With new leadership and new challenges presented by the formation of a TMA, we are looking to update the study.

MATBUS's growth has also been stymied by the lack of funding for both route expansion, bus replacement, and personnel additions. By analyzing MATBUS's ability to activate alternative funding sources to both fund operations and to fund ways to maintain the current system with the ability to expand operations in the future.

System changes desired in the future and MATBUS's goals are inscribed within the Transit Development Plan (TDP), which is updated every five years. MATBUS is also currently conducting a study of its facilities. The MATBUS Facility Analysis and Development Strategy will plan various transit facilities 20 years into the future. This document assumes some operational and system goals that MATBUS envisions within that timeframe. The consultant will be provided with this information in order to formulate a future financial outlook.

#### **IV. Project Objective**

The objective of the MATBUS Transit Authority Study is to balance the needs of each of the participating jurisdictions, educate leaders on MATBUS's needs, collaborate/negotiate with agencies involved, identify additional funding opportunities, provide a risk based assessment of those funding opportunities, and prepare an implementation strategy for the desired course of action, which should include all necessary documents needed set forth the recommendations.

The consultant will work toward reaching consensus among participating agencies, clearly delineate MATBUS's financial shortfalls, provide an analysis of available methods of meeting its future financial obligations, explore various governance structures, and help MATBUS to implement the recommendation of the analysis.

#### **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 study, but also has the ability to demonstrate pro-activeness, vision, innovation, and collaboration in examining and proposing study alternatives. The consultant should have particular experience and expertise in working with and planning for transit agencies.

Outlined below is the scope of work that will guide development of the MATBUS Transit Authority Study. Metro COG has included the following scope of work to provide interested consultants insight into study 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 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.** This task involves activities required to manage the study including staff, equipment, and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. This task also includes bi-weekly progress meetings with Metro COG, the preparation of meeting agendas, and completion of all meeting summaries (i.e. action items agreed to during the meeting), which may be provided in the form of an email following the bi-weekly progress meetings.

**Task 2: Public Participation:** This study process must be collaborative in nature and be able to educate study participants and not leave anyone behind in the process. It is expected that there be extensive meetings both one-on-one and in a group format to gauge concerns and forge agreement on a path forward. This may include meetings with city leadership, technical staff, and elected officials.

**Presentations.** The study will involve a minimum of one (1) in-person presentation to both Metro COG's Transportation Technical Committee (TTC) and Policy Board; and one (1) in-person presentation before the Moorhead City Council, the Fargo City Council, and the MAT Coordinating Board, and city leadership (both Fargo and Moorhead, either together or separately). The timing of these presentations will be determined mutually after consultant selection occurs.

**Study Review Committee.** Development of the MATBUS Transit Authority 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 a number of SRC meetings with additional smaller working group meetings, which can be coordinated with public involvement and/or stakeholder meetings so as to make efficient use of any travel expenditures, if applicable. 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 recording meeting minutes.

**Final Presentations.** Metro COG, along with the consultant, will seek final study acceptance from Metro COG's TTC and Policy Board, and may include approval from study partners.

**Stakeholder meetings.** The consultant will work with the SRC to identify stakeholders with whom coordination should occur.

**Public Meetings.** After completion of draft alternatives, two public meetings will be held - one in Fargo and One in Moorhead - to present the implications of additional funding through a mill levy.

**Task 3: Transit Financials.** The consultant will identify all sources of funding currently utilized to provide transit service. The consultant will then analyze and provide information on how this will change when this region receives TMA designation. This will include:

- Determine applicable FTA and state funding rules that will apply to MATBUS.
- Operating and Capital Expenses (current and Future)
- How much additional revenue the City of Moorhead and City of Fargo will need to generate in order to sustain and/or expand transit service.
- The consultant should include a precedent analysis of how other transit agencies have reacted in metro areas that have recently crossed the TMA threshold, especially focused on changes in operating and financing the transit system.
- The consultant should consider growth in the system
  - Senior Ride services
  - In-house vs. third-party operator
  - System expansion

**Task 4: Funding Mechanisms –** The consultant will work with the SRC to develop a list of funding mechanisms that could be used to generate operating revenue for MATBUS. The consultant should:

- Document all funding sources available to fill the gap (including but not limited to Taxing Authority and Sales Tax), which will include:
  - Funding source elasticity
  - Risk
  - Limitations
  - Mechanisms needed to enact funding
  - area applied
- An analysis should be done to consider what agencies should be involved, the ramifications to taxpayers, and the ramifications of agencies not participating.
- Governance Structure
  - The consultant should consider the timing of when such additional funding sources would be necessary and when transition should occur.
  - The consultant should analyze the formal structure of the agency, the body to which MATBUS is attached (if any), and the decision-making body that runs the entity.

**Task 5: Implementation.** Based on the identified funding source and governance structure selected, the consultant shall provide MATBUS with clear documentation of how to legally enact the plan's recommendations. This should include all necessary agreements, articles of association, legislative actions (in either state), and/or ballot referendums needed and training and/or a thorough explanation of how to accomplish it. It should also define each agency's rolls and responsibilities. It should address MATBUS's leadership, facilities, and assets including professional and contractual staff.

**Task 7: Report.** The consultant will develop a final report that includes an executive summary (the executive summary should include a pamphlet with key information that can be used as talking

points) which relays all pertinent information to the public in an easy-to-follow format as well as a full report summarizing the study process, project objective, relevant data collected, written and graphic description of alternatives, identification and comparison of potential impacts, written and graphic description of alternatives that are recommended to be dropped from further consideration, written and graphic description of alternatives that are recommended to move forward into the environmental documentation process at such time as any part of the project moves forward, phasing strategies, and planning level cost estimates. All stakeholder and public comments received should be included in the appendix of the final report.

**Task 8: Deliverables.** The consultant will be responsible for providing ten (10) 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.

## VI. Implementation Schedule

### 1) Consultant Selection.

Advertise for Consultant Proposals	9/28/2018
Pre-proposal Meeting	10/3/2018
Due Date for Proposal Submittals (by 4:30 pm)	10/19/2018
Review Proposals/Identify Finalists	(week of) 10/22/2018
Interview Finalists	(week of) 10/29/2018
Contract Negotiations	(week of) 11/01/2018
Metro COG Policy Board Approval/Consultant Notice	11/15/2018

### 2) Project Development (Major Milestones).

Notice to Proceed	Upon Contract Execution
Project Start-Up/Mobilization	Immediately Upon Execution
Draft Study Completed	TBD
Final Documents Completed/Project Closeout	TBD
Final Invoices Received	TBD

## VII. Evaluation and Selection Process

**Selection Committee.** Metro COG will establish a selection committee to determine which consultant, by its determination, has the best skills and approach to complete the project. Metro COG will not disclose the membership of the selection committee prior to consultant interviews.

The consultant selection process shall 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 at the November 2018 TTC and Policy Board meetings based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG's Policy Board.

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

This RFP does not commit Metro COG to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any 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 Moorhead, 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. A timeline for completion of the requested services, including all public involvement opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
  - b. List of projects of similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
  - c. List of the proposed principal(s) who will be responsible for the work, proposed project manager and project team members (with resumes).
  - d. A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements
  - e. 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.
  - f. List of client references for similar projects described within the RFP.
  - g. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
  - h. Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed 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 delivered to the contact below:

Michael Maddox, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102-4807

maddox@fmmetrocog.org

All proposals received by **4:30 pm on Friday, October 19, 2018** at the Metro COG 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 fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

Metro COG will hold a preproposal meeting on Wednesday, October 3, 2018 at 10:00 a.m. in Metro COG's conference room, where consultants may attend and ask any questions they may have about the intent of the study. MATBUS and Metro COG will be present at this meeting to give insight into the intricacies of the project. Upon request, Metro COG will provide a conference hotline to consultants who cannot be at the meeting in person. No response will be given to verbal or written questions prior to or after this meeting. 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. A summary of the preproposal meeting will be posted on Metro COG's website before proposals are due.

## **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 Metro COG's website at [www.fmmetrocog.org](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://www.dot.nd.gov).

## **XI. Additional Information**

A list of additional reference documents and information may be made available for consultants upon request.

## **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 consulting 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, as well as items identified in the scope of work and performance 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 these 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 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.

## Exhibit A – Cost Proposal Form

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

### REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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
				<b>Subtotal</b>	=	0.00	0.00
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>					0.00	0.00
3.	<b>Subcontractor Costs</b>					0.00	0.00
4.	<b>Materials and Supplies Costs</b>					0.00	0.00
5.	<b>Travel Costs</b>					0.00	0.00
6.	<b>Fixed Fee</b>					0.00	0.00
7.	<b>Miscellaneous Costs</b>					0.00	0.00
<b>Total Cost</b>					=	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**  
**ARCHITECT- ENGINEER QUALIFICATIONS**

**PART 1- 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	SUBCONTRACTOR	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)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 8/2016)



**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 (City and State)		
16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)		

**19. RELEVANT PROJECTS**

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

## G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[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.

<b>I. AUTHORIZED REPRESENTATIVE</b> <i>The foregoing is a statement of facts.</i>	
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	
2c. CITY			a. TYPE	
2d. STATE		2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6b. TELEPHONE NUMBER		16c. E-MAIL ADDRESS		
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 (Insert revenue index number shown at right)		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:** Dan Farnsworth  
**Date:** September 13, 2018  
**Re:** **F-M Metro Bikeways Gap Analysis Request for Proposals (RFP)**

**Attachment 1** is a draft request for proposals (RFP) for the Fargo-Moorhead Metro Bikeways Gap Analysis.

Upon completion of the 2016 Fargo-Moorhead Metro Bicycle & Pedestrian Plan, 119 potential projects were identified to improve connectivity for bicycle riders within the F-M area. The purpose of this study is to narrow the 119 gaps/projects to 16 gaps for further study and prioritization so that the participating jurisdictions can implement these projects after completion of this study.

Participating jurisdictions are the cities of West Fargo, Fargo, Moorhead, and Clay County. The budget for this project is \$150,000 with 80% being funded by Metro COG's CPG funds.

The 20% local match will be split by the participating jurisdictions based on the number of gaps each jurisdiction plans to have analyzed. Therefore, the local match will be as follows:

Local cost share breakdown		
Jurisdiction	No. of gaps	Local share
West Fargo	3	\$5,625
Fargo	8	\$15,000
Moorhead	3	\$5,625
Clay County	2	\$3,750
Total	16	\$30,000

**Requested Action:**  
**Approval of the Fargo-Moorhead Metro Bikeways Gap Analysis RFP and proposed local share funding split.**

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2018-008**

***Fargo-Moorhead Metro Bikeways Gap Analysis***  
***DRAFT***

***September 2018***

**APPROVED:**

---

**Cindy Gray**  
**Metro COG, Executive Director**

## REQUEST FOR PROPOSALS (RFP)

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

### Fargo-Moorhead Metro Bikeways Gap Analysis

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the RFP.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$150,000**.

Interested firms can request a full copy of the RFP by telephoning 701.232.3242, or by e-mail: [metrococg@fmmetrococg.org](mailto:metrococg@fmmetrococg.org). Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at [www.fmmetrococg.org](http://www.fmmetrococg.org).

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

All proposals received by **4:30 p.m. (Central Time) on Friday October 19, 2018** at the Metro COG office will be given equal consideration. Respondents must submit seven (7) copies of the proposal. The full length of each proposal shall not exceed twenty (20) double-sided pages for a total of forty (40) pages; including any supporting material, charts, or tables.

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

Dan Farnsworth  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102  
[farnsworth@fmmetrococg.org](mailto:farnsworth@fmmetrococg.org)  
701-232-3242 ex 35

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

Note: The document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Executive Secretary at 701.232.3242 or [leach@fmmetrococg.org](mailto:leach@fmmetrococg.org).

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

## **I AGENCY OVERVIEW**

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

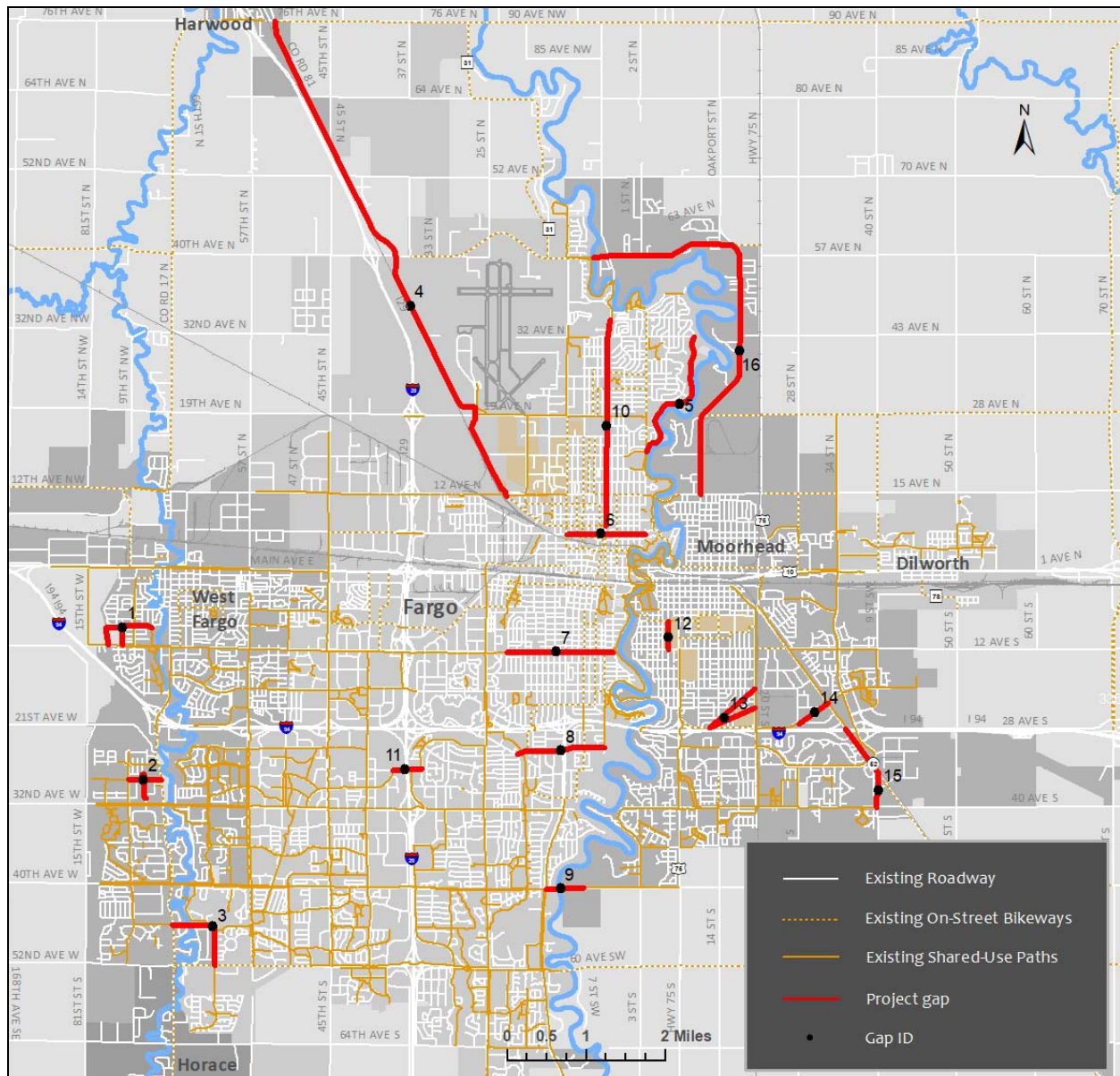
Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and our local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents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

## **II PROJECT BACKGROUND AND OBJECTIVE**

Upon completion of the 2016 Fargo-Moorhead Metro Bicycle & Pedestrian Plan, 119 potential projects were identified to improve connectivity for bicyclists within the area. Of the gaps identified in the 2016 Bicycle & Pedestrian Plan, the jurisdictions of West Fargo, Fargo, Moorhead, and Clay County have identified a total of 16 gaps to be thoroughly analyzed as part of this study. The identification of the gaps to be analyzed as part of this study has been based on results of the 2016 Bicycle & Pedestrian Plan, local needs, public feedback, and a general understanding that implementation is most likely feasible to eliminate the gap in some way. These gaps are shown in the map below and are listed as follows:

1. West Fargo – Path from North Elmwood Park to Scheels Soccer Complex via city easement corridor just south of 10<sup>th</sup> Ave W
2. West Fargo – Path from intersection of 9<sup>th</sup> St W & 28<sup>th</sup> Ave W due east to Sheyenne St.  
Path from intersection of 6<sup>th</sup> St W & 27<sup>th</sup> Ave W south to West Fargo Sports Arena / Lights at Sheyenne 32 development.
3. West Fargo – Path from intersection of 47<sup>th</sup> Ave W & Sheyenne St due east to existing Osgood path including Sheyenne River crossing.  
Path from Osgood path south to intersection of 52<sup>nd</sup> Ave E & 4<sup>th</sup> St E
4. Fargo – Dakota Dr / CR 81 from 12<sup>th</sup> Ave N to CR 22
5. Fargo – Red River path from 15<sup>th</sup> Ave N to 32<sup>nd</sup> Ave N
6. Fargo – 7<sup>th</sup> Ave N and/or 6<sup>th</sup> Ave N from University Dr to vicinity Oak Grove School
7. Fargo – 13<sup>th</sup> Ave S from 21<sup>st</sup> St to 5<sup>th</sup> St
8. Fargo – 24<sup>th</sup> Ave S / 25<sup>th</sup> Ave S from 18<sup>th</sup> St to 5<sup>th</sup> St
9. Fargo – Path and bridge from vicinity of 40<sup>th</sup> Ave S & University Dr to Bluestem Performing Arts Center (Moorhead)
10. Fargo – Broadway (or parallel corridor) from 8<sup>th</sup> Ave N to 35<sup>th</sup> Ave N
11. Fargo – I-29 crossing at 28<sup>th</sup> Ave S
12. Moorhead – Intersection of 6<sup>th</sup> St & 12<sup>th</sup> Ave S to intersection of 6<sup>th</sup> St & 7<sup>th</sup> Ave S (either through Concordia or around campus)
13. Moorhead – Connect existing bike facilities on 28<sup>th</sup> Ave S west of M-State to 20<sup>th</sup> St path at either the intersection of 24<sup>th</sup> Ave S & 20<sup>th</sup> St or intersection of 20<sup>th</sup> Ave S &

- 20<sup>th</sup> St
14. Moorhead – Connect existing bike facilities at intersection of 27<sup>th</sup> Ave S & 26<sup>th</sup> St to existing bike facilities at intersection of 24<sup>th</sup> Ave S & SE Main Ave
  15. Clay County – Path from 40<sup>th</sup> Ave S to 30<sup>th</sup> Ave S
  16. Clay County – Path along 11<sup>th</sup> St from 15<sup>th</sup> Ave N to MB Johnson Park



Please note that the above projects could be subject to change. The Consultant should account for any potential changes when developing their cost proposal.

The objective of this project is to:

- Develop planning-level alternatives for closing the gaps, including graphics (sketches and renderings), information about impact to adjacent properties (i.e. will easements or right-of-way be needed, and if so, how much), the extent to which standards can be met,

comparison of alternatives, and planning level cost estimates. Once analyzed, the participating local jurisdictions will use the information provided by this study to pursue efforts to fund and implement the gaps.

- Prioritize projects, based on information provided by the alternatives analysis and public input, and
- Prepare a report and graphics that provide information and recommendations for resolution of gaps in the bikeway network.

### **III SCOPE OF WORK AND PERFORMANCE TASKS**

Outlined below is the scope of work that will guide development of the Fargo-Moorhead Metro Bikeways Gap Analysis. Metro COG has included the following scope of work to provide interested Consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

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

#### **Task 1 – Project Management**

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

#### **Task 2 – Bikeways Gap Analysis**

The Consultant will be provided with information regarding the gaps identified for analysis. The Consultant shall then conduct in-depth analysis of each gap. The analysis for each gap shall include the following at a minimum:

- At least two alternatives (one no-build and one or more build alternatives)
- Planning-level cost estimates for build each alternative
- Comparison of advantages and disadvantages for each alternative (e.g. impacts to adjacent properties, easements or right of way needed to implement the alternative, user-friendliness, any issues with meeting standards, etc.)
- Public need/desire for each of the analyzed gaps to be addressed
- Public input on alternatives
- The SRC's / jurisdiction's need/desire for each of the analyzed gaps to be addressed

#### **Task 3 – Project Prioritization**

Based on the inputs from Task 2, the Consultant will work with the SRC to prioritize the gaps included in the analysis. The consultant shall recommend at least two alternative methods for prioritizing projects, and the selected prioritization method shall be determined by the SRC.

#### **Task 4 - Public Participation**

Public participation will be in accordance with Metro COG's Public Participation Plan and will involve the following:

1) Study Review Committee Meetings

Metro COG will work with the Consultant in arranging a study review committee (SRC) which will consist of applicable stakeholders. The Consultant will be responsible in providing a minimum of four (4) on-site SRC meetings throughout the course of the study. The Consultant will work in cooperation with Metro COG in scheduling the meetings. The Consultant will be responsible for developing materials necessary to conduct the SRC meetings and for developing meeting summaries (i.e. a Record of Meeting) for distribution and review by the SRC. These meeting summaries shall serve as documentation of the SRC's guidance and decisions.

2) Public Input

Public input will be sought to obtain feedback on the public's need and desire for resolution of each of the 16 gaps and on the proposed alternatives for each gap. Input on the alternatives, and the costs per alternative should help aide the public in providing input on the identified alternatives. At a minimum, public input shall include:

- Website Materials and Online Survey – The Consultant shall provide Metro COG with materials and updates throughout the process of this study for posting on Metro COG's website. Metro COG will create a project-specific webpage as part of Metro COG's new website and Metro COG will be responsible for posting such materials on the project webpage. The Consultant shall provide an online survey that should include a method for the public to prioritize the study gaps as well as a way for the public to select preferred alternatives per gap. This online survey should be able to be linked to the project webpage.
- Public Input Meeting – One (1) public input meeting shall be held per Metro COG's Public Participation Plan to seek input regarding the alternatives for each gap and on prioritization of future projects to close gaps.

The Consultant will be responsible for providing advertising materials including flyers, press release write-up, and write-up for the public notice to be published in the newspaper. Public notice costs will be the responsibility of the Consultant and should be accounted for as part of the project budget. Meeting notices may be sent to property owners adjacent to analysis gaps, so the Consultant should budget for the costs of such mailings. It is estimated that up to 2,000 properties could require direct mailings. A postcard type mailing may be used to reduce postage costs.

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

- Other Public Engagement – The scope of work should allow for other public engagement methods as appropriate, to be determined depending upon the location of the gaps in the system that are brought forward for further analysis. For example, neighborhood associations, downtown organizations, or other groups may be excellent conduits for sharing information and seeking input. Social media opportunities such as Metro COG’s Facebook page, Nextdoor, and other applicable forms of social media or website information should be considered.

### **Task 5 - Draft Report**

Upon completion of the previous tasks, the Consultant shall provide a draft report for review by the SRC. The report shall include an overall summary of the planning and prioritization process, and a write-up and graphics for each bike gap analyzed. The report shall also include a summary of the methodology and outcome of Task 3. All meeting summaries and technical analysis shall be included in the appendix of the report.

The draft report will be circulated to local project partners on the SRC and placed on Metro COG’s project website for review by the public. Metro COG staff will present the draft report to the Bicycle and Pedestrian Committee for their review and comment.

### **Task 6 - Final Report**

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report. All meeting summaries and technical analysis shall be included in the appendix of the report. The final report shall be in PDF format.

## **IV IMPLEMENTATION SCHEDULE**

### **1) Consultant Selection**

Advertise for Consultant Proposals	approximately 9/21/2018
Due Date for Proposal Submittals (by 4:30pm)	10/19/2018
Review Proposals/Identify Finalists	(week of) 10/22/2018
Interview Finalists	between 10/31/2018 – 11/7/2018
Metro COG Board Approval/Consultant Notice	11/15/2018
Contract Negotiations	(week of) 11/19/2018
Notice to Proceed	One day following a signed contract

### **2) Project Development (Major Milestones)**

Begin Project Development and Planning	November, 2018
Corridor Study Development Process	November, 2018 – August, 2019
Final Draft of Corridor Study	September, 2019
Final Completion of Study	October, 2019
All invoices for project to be received by Metro COG	November, 2019

## **V EVALUATION AND SELECTION PROCESS.**

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

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

- 20% - Understanding of study objectives and local/regional issues
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet deadlines

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

A Consultant will be selected on November 15<sup>th</sup>, 2018 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

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

## **VI PROPOSAL CONTENT**

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

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

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
2. **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
3. **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
  - a. A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
  - b. A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
  - c. List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
  - d. List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
  - e. A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
  - f. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
  - g. List of client references for similar projects described within the RFP.
  - h. 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 (as identified in VIII 1))  
Exhibit B – Debarment of Suspension Certification  
Exhibit C – Certification of Restriction on Lobbying  
Exhibit D - Standard Form 330 (if required – see page 2).

## **VII Submittal Information**

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

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

All proposals received by **4:30 pm (Central Time) on Friday October 19, 2018** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit seven (7) hard copies and one Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed twenty (20) double-sided pages for a total of forty (40) pages; including any supporting material, charts or tables.

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 **October 8<sup>th</sup>, 2018**. No response will be given to verbal questions. The Client reserves the right to decline a response to any question if, in the Client's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the Client, will be provided on Metro COG's website under this project's page on or around **October 12<sup>th</sup>, 2018**.

## **VIII GENERAL RFP REQUIREMENTS.**

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**



- 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.
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website [www.fmmetrocog.org](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://www.dot.nd.gov).

## IX CONTRACTUAL INFORMATION.

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

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

## **X PAYMENTS**

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

## **XI FEDERAL AND STATE FUNDS**

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

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

## **XII TITLE VI ASSURANCES.**

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

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

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

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

### **XIII     TERMINATION PROVISIONS.**

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

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

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

### **XIV     LIMITATION ON CONSULTANT**

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

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

### **XV     CONFLICT OF INTEREST**

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

## **XVI INSURANCE**

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

## **XVII RISK MANAGEMENT**

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

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

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

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

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

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and

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

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

**Exhibit A – Cost Proposal Form**

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

**REQUIRED BUDGET FORMAT  
Summary of Estimated Project Cost**

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

## **Exhibit B - 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**

***SEE FOLLOWING PAGES***

# 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.

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## 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 Electrical 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

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## 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.

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List of Disciplines (*Function Codes*)

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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 &amp; 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 &amp; 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 &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories *(Profile Codes continued)*

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<b>Code</b>	<b>Description</b>
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	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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	

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**H. ADDITIONAL INFORMATION**

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

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

31. SIGNATURE	32. DATE
33. NAME AND TITLE	

<p><b>ARCHITECT-ENGINEER QUALIFICATIONS</b></p>	<p>1. SOLICITATION NUMBER <i>(If any)</i></p>
-------------------------------------------------	-----------------------------------------------

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			
2c. CITY		2d. STATE	2e. ZIP CODE		a. TYPE	
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER			6c. E-MAIL ADDRESS		7. NAME OF FIRM (If Block 2a is a Branch Office)	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

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[illegible]

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>		<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>	
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:** Policy Board  
**From:** Cindy Gray, AICP  
**Date:** 9/14/18  
**Re:** **Administrative Policies and Procedures Revision**

The Administrative Policies and Procedures includes Section 2.04 regarding contracts, which addresses approval of contracts and signatures on contracts. It reads as follows:

- 2.04 **Contracts.** All contractual agreements shall be approved by the Policy Board with the exception being the authority provided to the Executive Committee for contracts of \$30,000 or less for work or services within an approved UPWP. The Policy Board may authorize the Chair or Executive Director to execute contractual agreements on behalf of Metro COG. The Executive Director is assigned the responsibility of fulfilling the terms of all contractual agreements. All reports required by the terms of contractual agreements shall be available for review by the Policy Board.

The Policy Board authorizes the Chair to execute all contracts on behalf of the Metro COG, as approved by the Policy Board or Executive Committee.

The Policy Board authorizes the Executive Director to execute Service Agreements up to \$1,500 for planning, programming and administrative services within staff capabilities to Metro COG jurisdictions upon their request.

The Policy Board authorizes the Executive Director to administer grants for Metro COG member jurisdictions upon their request.

Suggested clarifications are as follows:

- 2.04 **Contracts.** All contractual agreements shall be approved by the Policy Board with the exception being the authority provided to the Executive Committee for contracts of **\$50,000** or less for work or services within an approved UPWP. ~~The Policy Board may authorize the Chair or Executive Director to execute contractual agreements on behalf of Metro COG.~~ The Policy Board authorizes the Chair or Executive Director to execute all contracts on behalf of the Metro COG, as approved by the Policy Board or Executive Committee.

The Executive Director is assigned the responsibility of fulfilling the terms of all contractual agreements. All reports required by the terms of contractual agreements shall be available for review by the Policy Board.

~~The Policy Board authorizes the Chair to execute all contracts on behalf of the Metro COG, as approved by the Policy Board or Executive Committee.~~

The Policy Board authorizes the Executive Director to execute Service Agreements up to \$1,500 for planning, programming and administrative services to be performed by Metro COG staff within staff capabilities to Metro COG jurisdictions upon their request.

The Policy Board authorizes the Executive Director to administer grants for Metro COG member jurisdictions upon their request.

The purpose of the above changes is to clarify this policy and to allow the Executive Director to sign contracts. Another approach would be to allow the Executive Director to sign contracts as approved by the Policy Board or Executive Committee up to a certain dollar amount, such as \$50,000. This would simplify the execution of contracts for small projects and contracts for services and equipment.

This revision comes with a favorable recommendation from the Executive Committee.

**Requested Action: Approval of the proposed changes to Section 2.04 Contracts, of the Administrative Policies and Procedures, pending NDDOT approval.**



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:** Dan Farnsworth  
**Date:** September 13, 2018  
**Re:** **2018 Bicycle & Pedestrian Count Report**

In 2013, Metro COG began a new process of manually counting bicycle and pedestrian traffic in the area. Since then Metro COG has been manually counting bicycle & pedestrian traffic at 16 consistent locations throughout the FM area. These manual counts are collected one to two days a year in September (depending on location).

In addition, Metro COG deployed six (now five) automated bicycle/pedestrian counters in 2014. These counters have been collecting data 24 hours a day, 365 days a year since being deployed.

With all the data recorded, Metro COG saw fit to produce a report showing the results of both the manual and automated bicycle & pedestrian counts. **Attached** is the report which includes the data from 2013 – 2017. This report will be displayed on Metro COG's website. In addition, raw data can be requested by the public or jurisdictions at any time by contacting Dan Farnsworth (Transportation Planner) at 701-232-3242 ex 35 or [farnsworth@fmmetrocog.org](mailto:farnsworth@fmmetrocog.org).

# 2018 Bicycle and Pedestrian Count Report

Counts located in: West Fargo, Fargo, Moorhead, Dilworth  
Data from 2013—2017



Prepared by:  
The Fargo-Moorhead Metropolitan Council of Governments



September, 2018

# 2018 Bicycle and Pedestrian Count Report

## Report background

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is the designated metropolitan planning organization for the Fargo-Moorhead metro area. A major responsibility of Metro COG's efforts is transportation planning which includes planning for bicycle and pedestrian facilities. Understanding the demand for bicycle and pedestrian facilities allows local member units of government and Metro COG to plan for future bicycle and pedestrian use in the area. This report details both manual and automated counts taken since 2013 and 2014 respectively.

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# **Automated Counts**

## **2014—2017**

## Automated Counts

A total of five automated counters are placed at various locations in the Fargo-Moorhead Area. These counters count passer-byers 7 days a week, 24 hours a day, 365 days a year. It is important to note that these counters are not capable of differentiating between bicyclists and pedestrians. In addition, if two or more people are walking/biking side-by-side, the counter might register this group as one individual. Therefore, actual counts might be slightly higher than recorded. Nevertheless these counters provide a constant source of data able to show trends throughout the year and within each day.

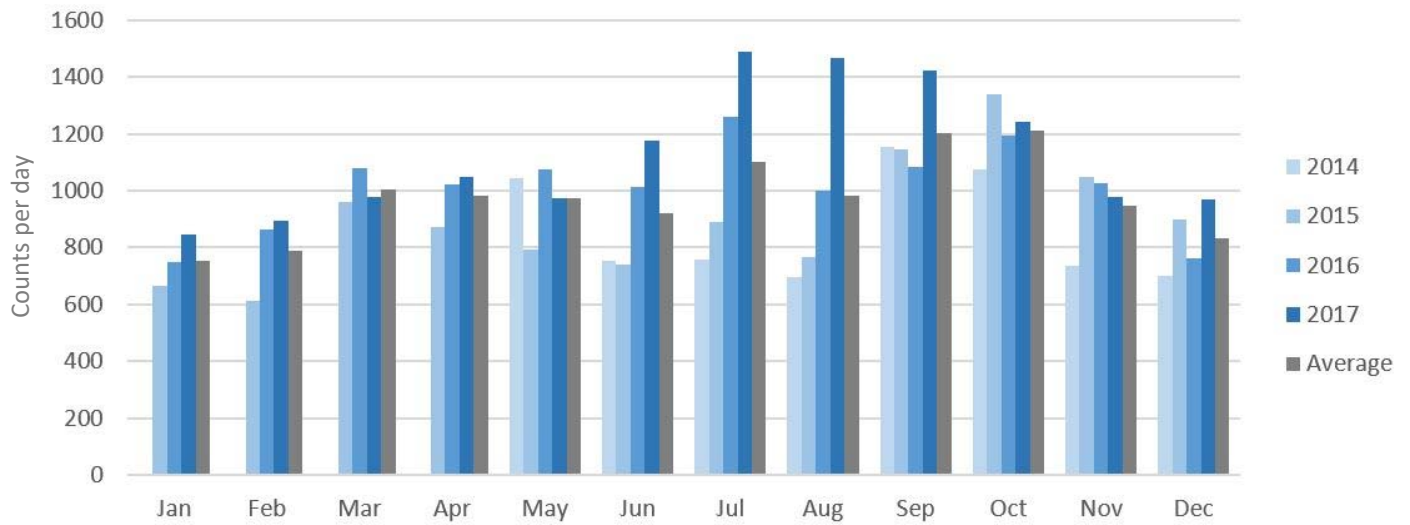
Below is a description of the counter locations.

- Broadway west sidewalk just south of 2nd Ave N, Downtown Fargo
- Eagle Run Neighborhood Trail between Rendezvous Park and 9th St W, West Fargo
- Lindenwood Park / Gooseberry Park bicycle & pedestrian bridge, Fargo/Moorhead
- Milwaukee Trail between 35th Ave S and 37th Ave S, Fargo
- Oak Grove Park / Memorial Park bicycle & pedestrian bridge, Fargo/Moorhead

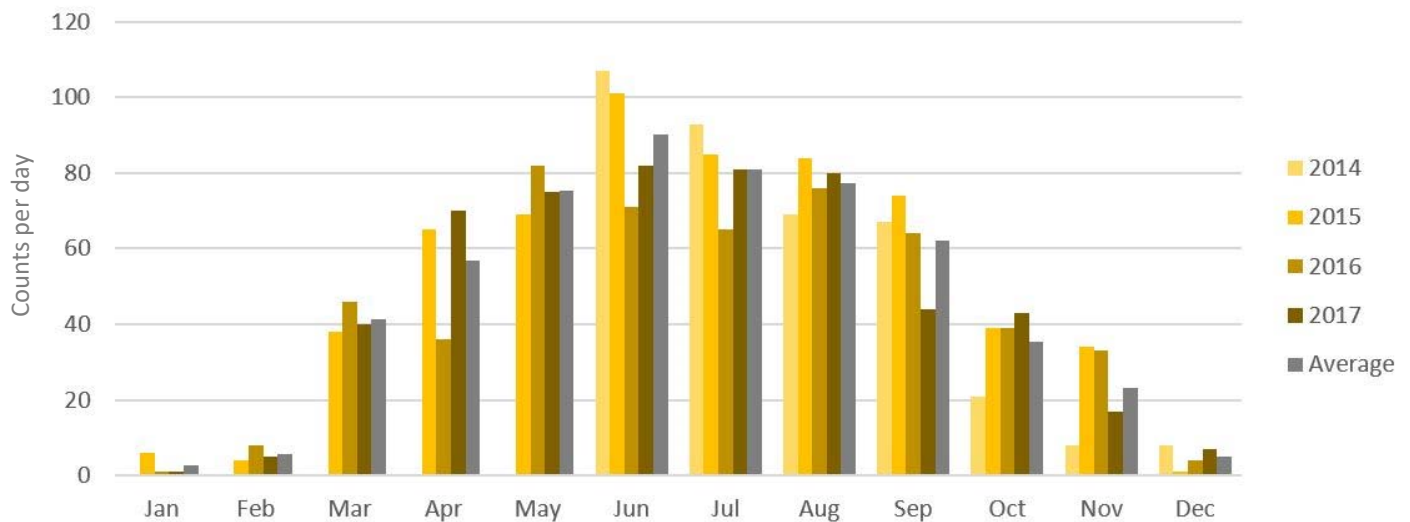
The following pages show the monthly count data per counter along with an overall comparison of counts per location annually.

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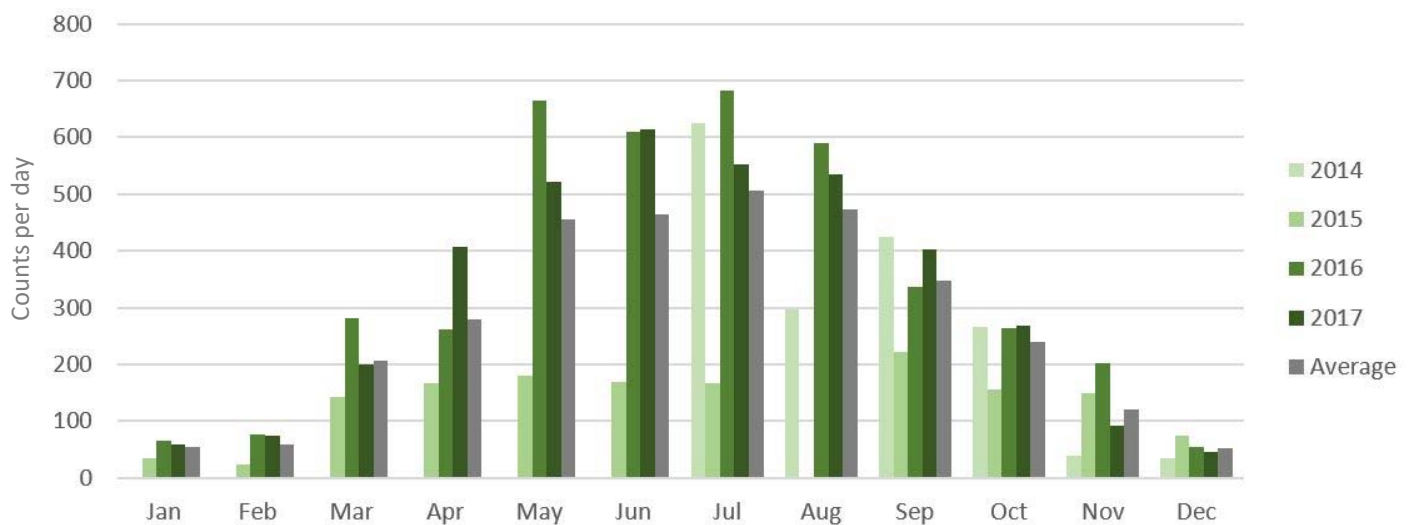
### Broadway Sidewalk - Just S. of 2nd Ave N



### Eagle Run Trail

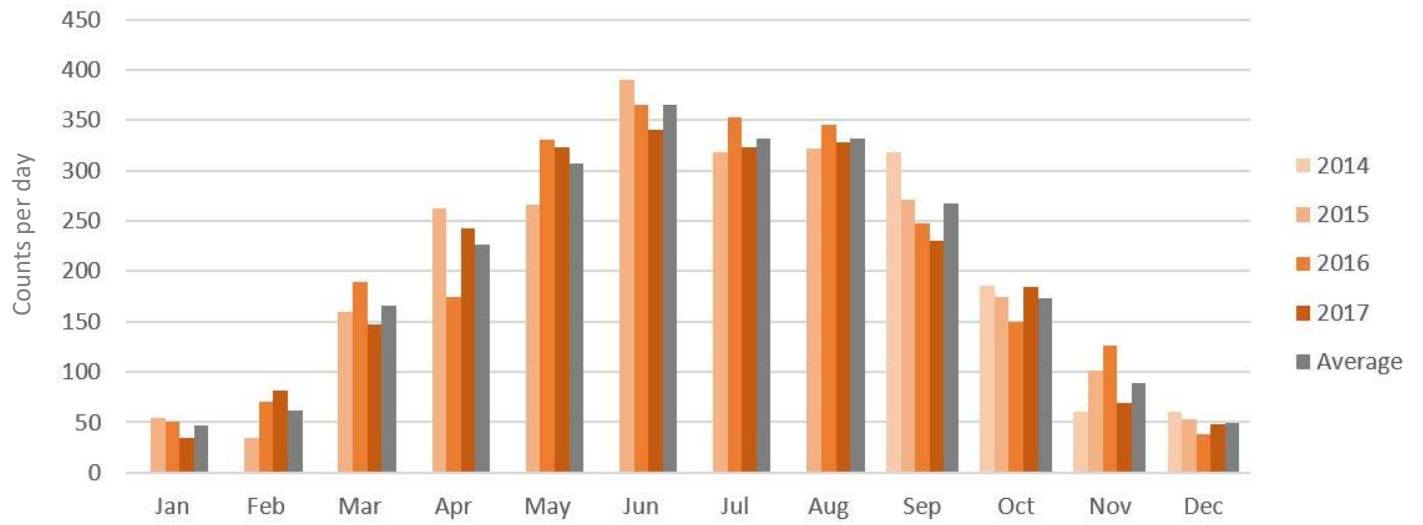


### Lindenwood/Gooseberry Park Bridge

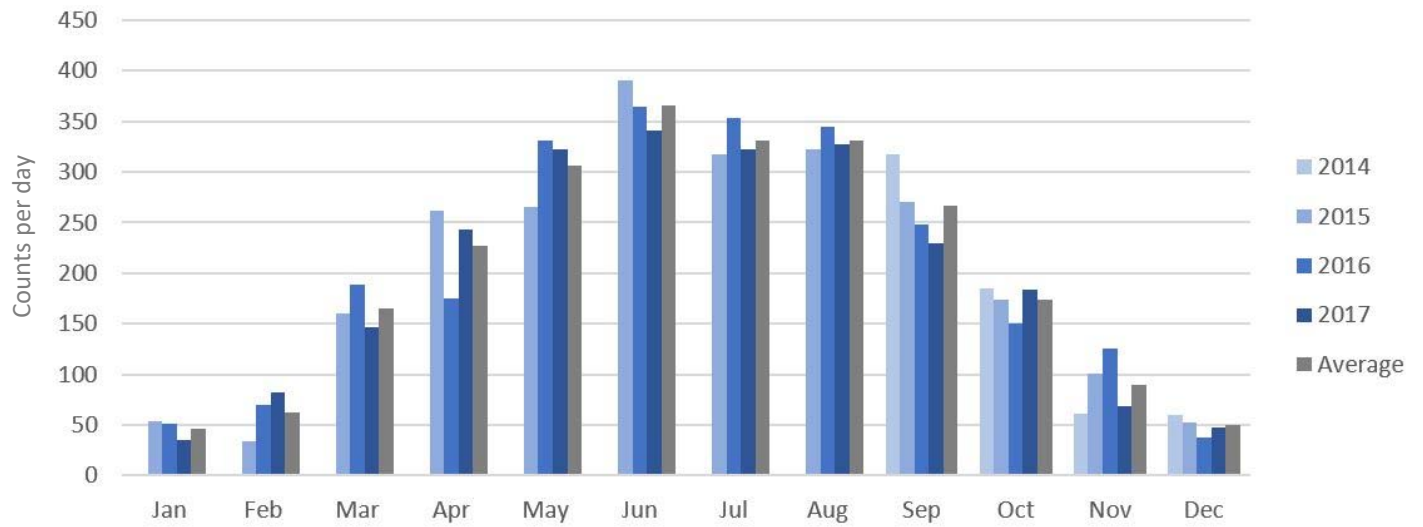




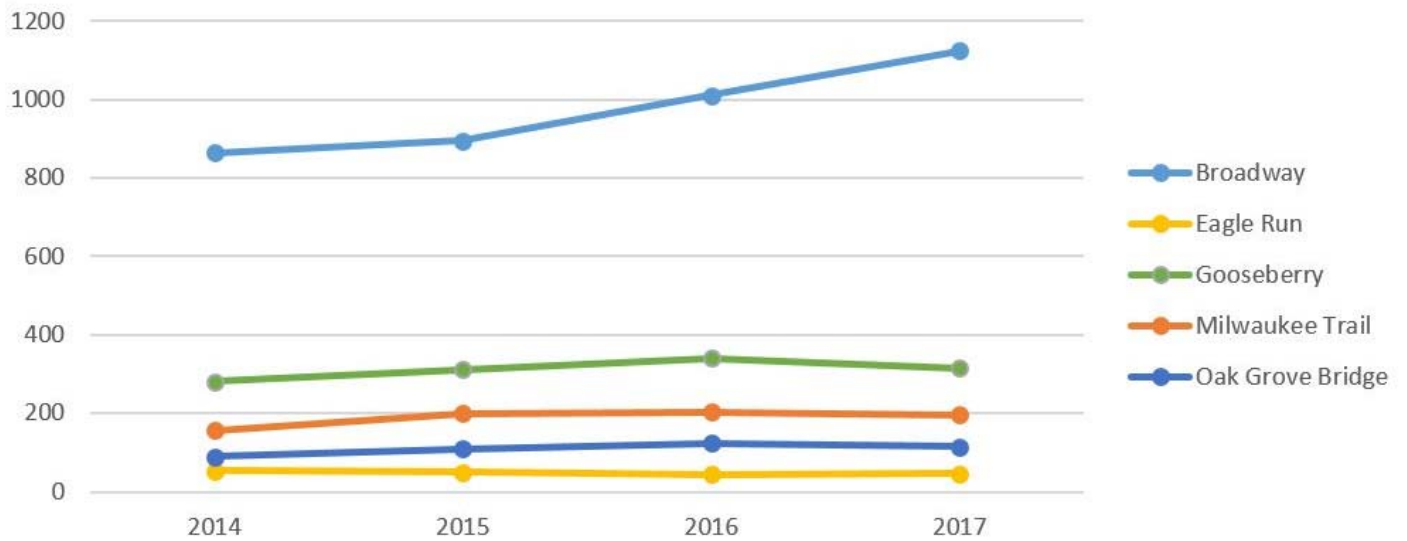
## Milwaukee Trail



## Oak Grove/Memorial Park Bridge



Average Annual Daily Counts



Average Annual Daily Counts					
	2014	2015	2016	2017	Change/year*
Broadway	865	894	1011	1124	9%
Eagle Run Trail	53	50	44	45	-3%
Gooseberry Bridge	281	311	341	315	0%
Milwaukee Trail	156	200	203	196	-1%
Oak Grove Bridge	90	109	123	115	2%
*Change/year is between years 2015 and 2017 since data is only available for partial year in 2014					

# **Manual Counts**

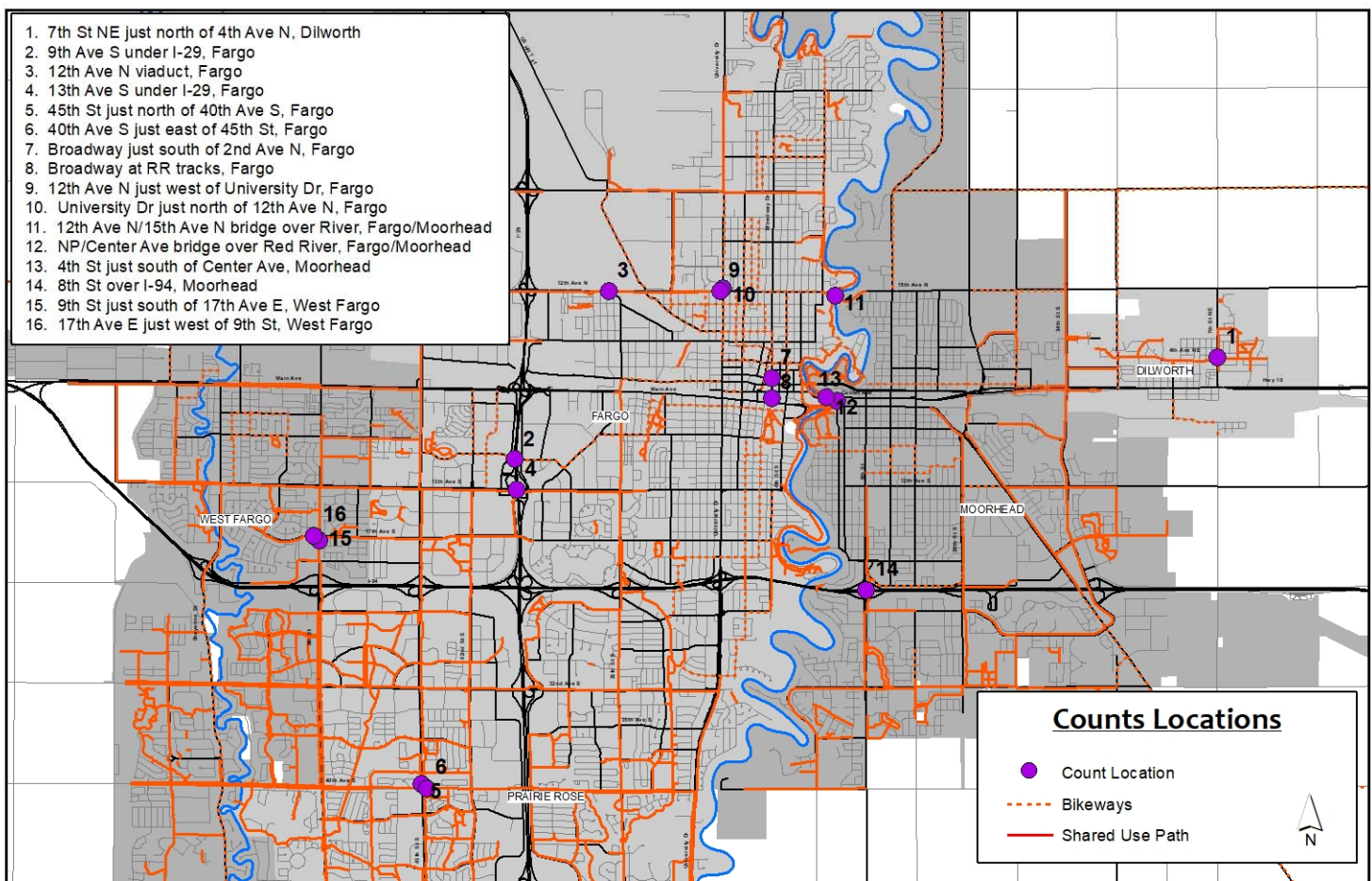
## **2013—2017**

# Manual Counts

Manual counts are conducted once a year for a four-hour period (locations near NDSU campus are counted for a five-hour period) on a typical weekday in September. Some locations are counted for two typical weekdays to increase accuracy. The counts are taken at 16 locations in the Fargo-Moorhead Metro Area. These counts differentiate between pedestrians, bicyclists on the path/sidewalk, and bicyclists on the street where applicable. Poor weather conditions are avoided in order to provide a consistent count platform. However, variations in weather do occur which likely have some affect of the number of bicyclists and pedestrian from year to year.

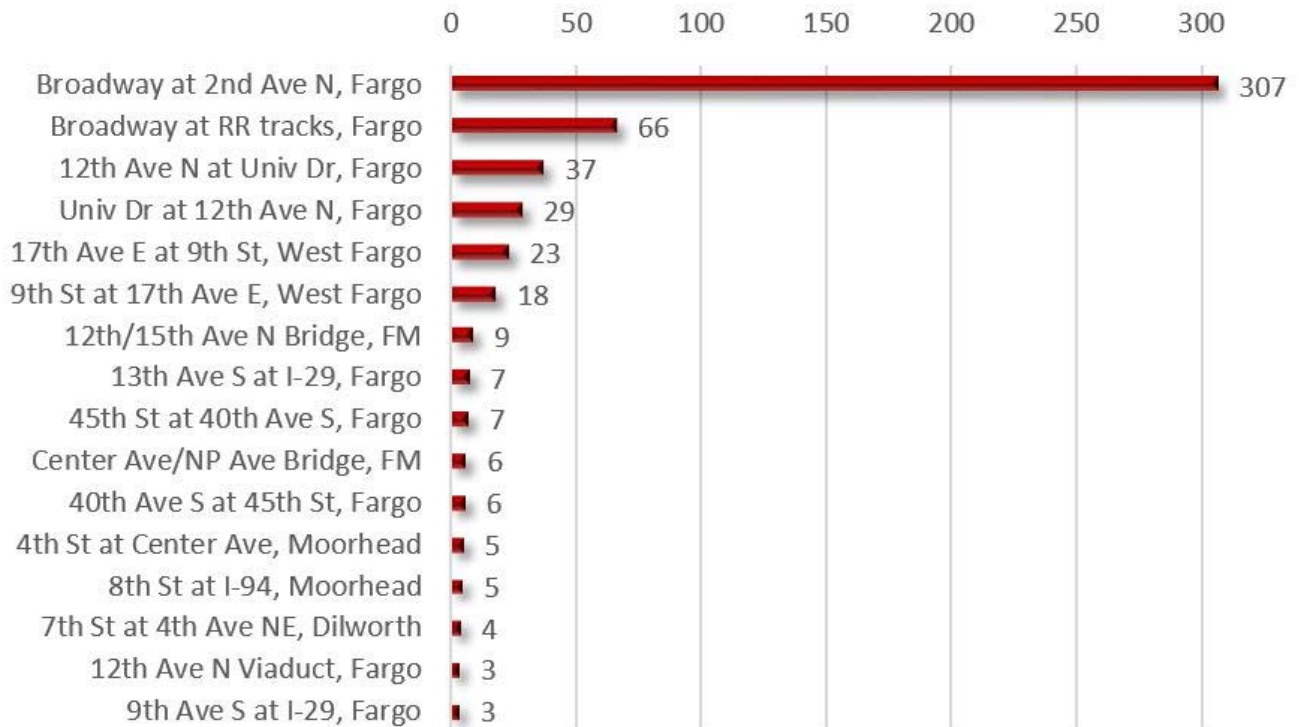
This count data includes the years 2013—2017 however several locations may not include all years due to previous counting mythology, construction, or equipment failure. Below is a map showing the location of each manual count:

**Manual Count Locations**



The following pages contain the manual bicycle and pedestrian counts and show the average of all years gathered (2013—2017).

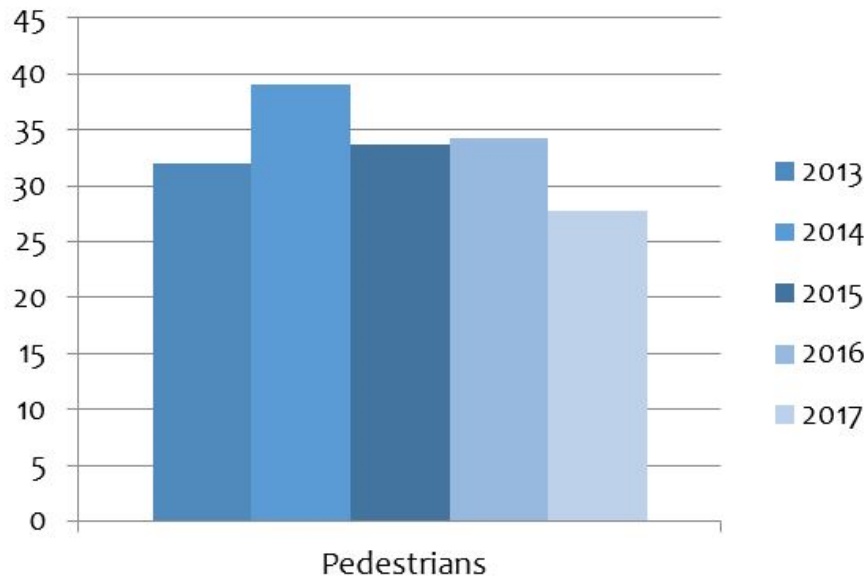
## Pedestrians per hour (2013 - 2017)



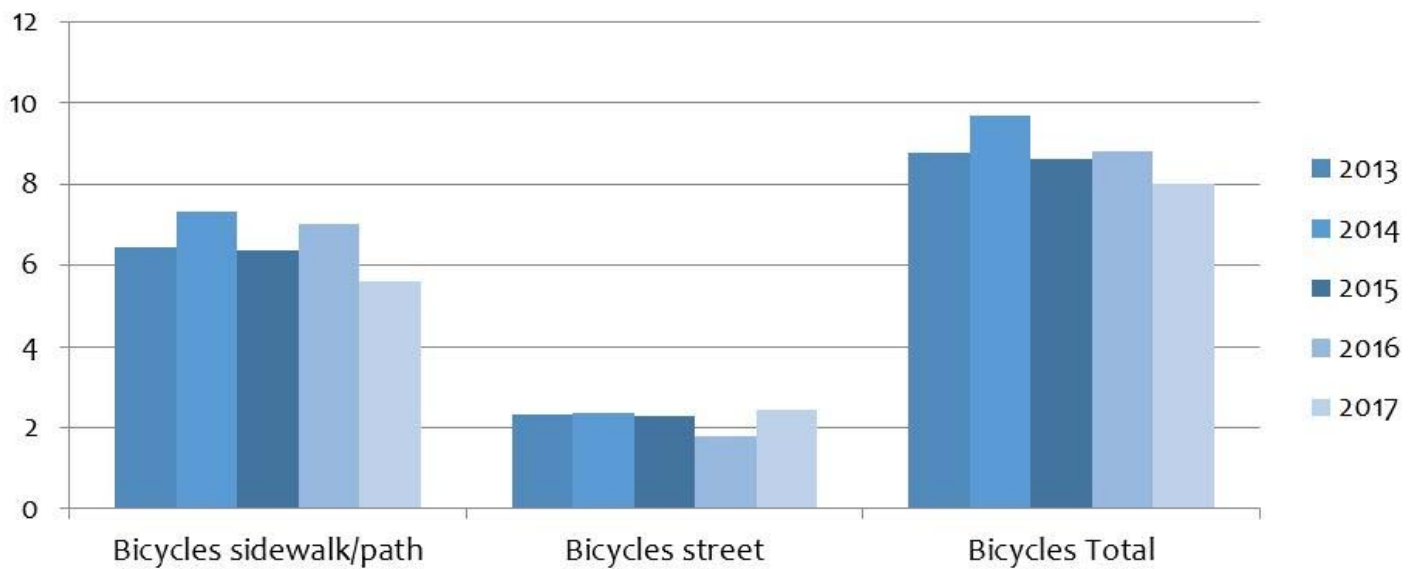
## Bicycles per hour (2013 - 2017)



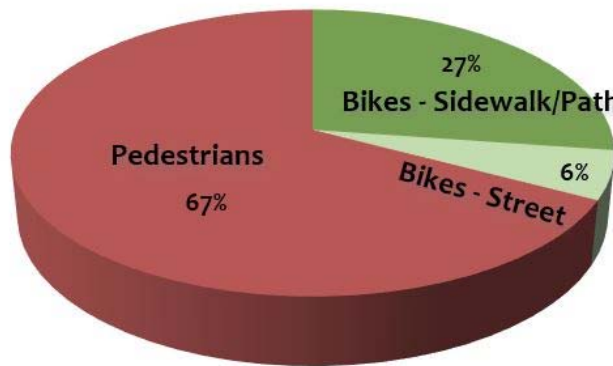
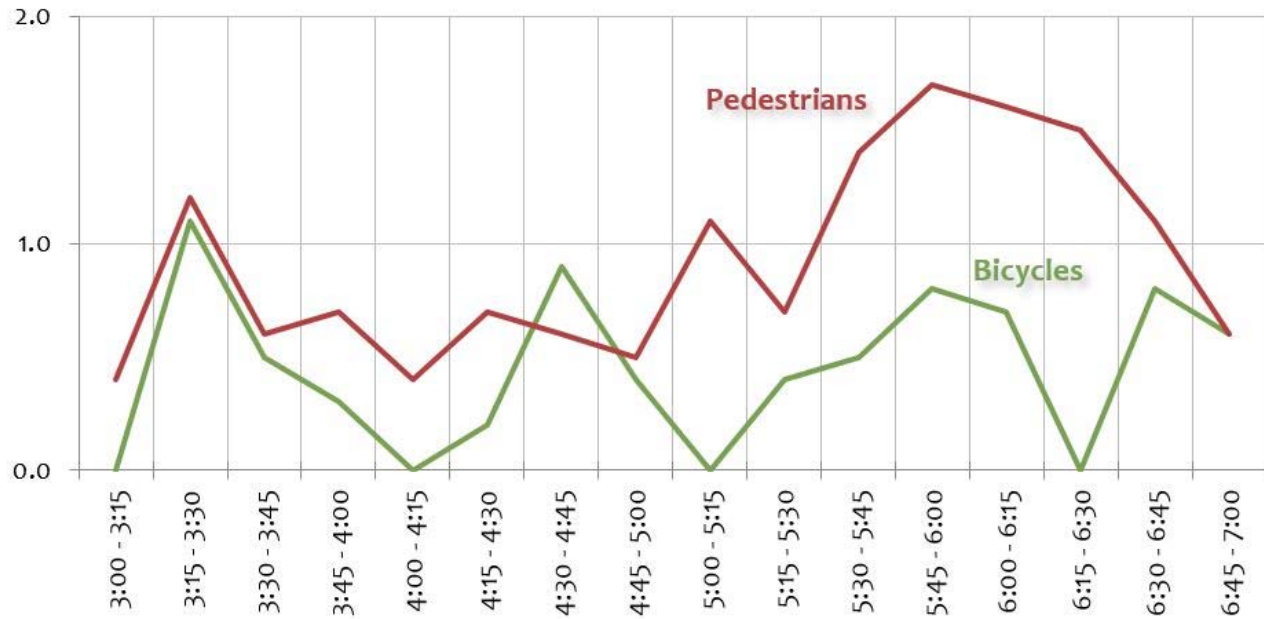
## Pedestrian counts per hour by year (all locations)



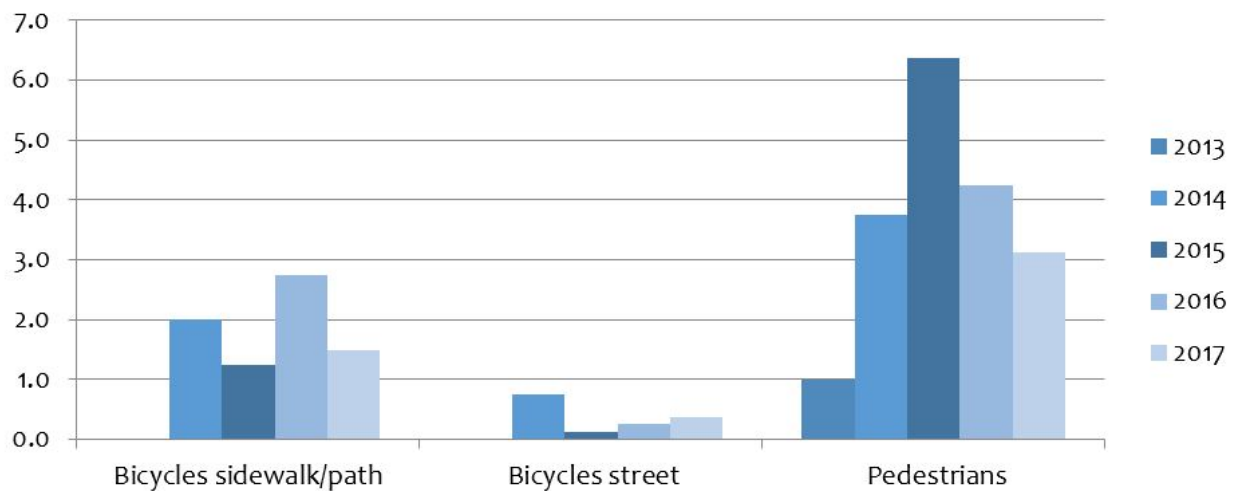
## Bicycle counts per hour by year (all locations)



## Dilworth—7th St NE just north of 4th Ave NE

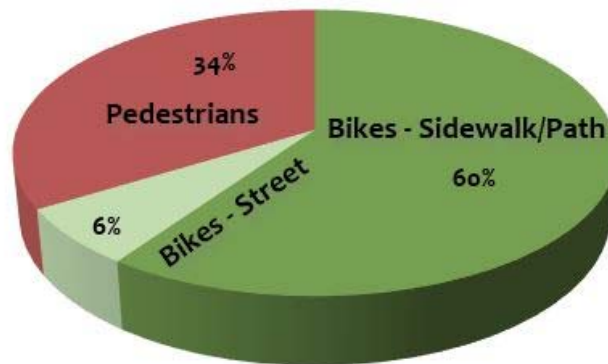


Counts per hours

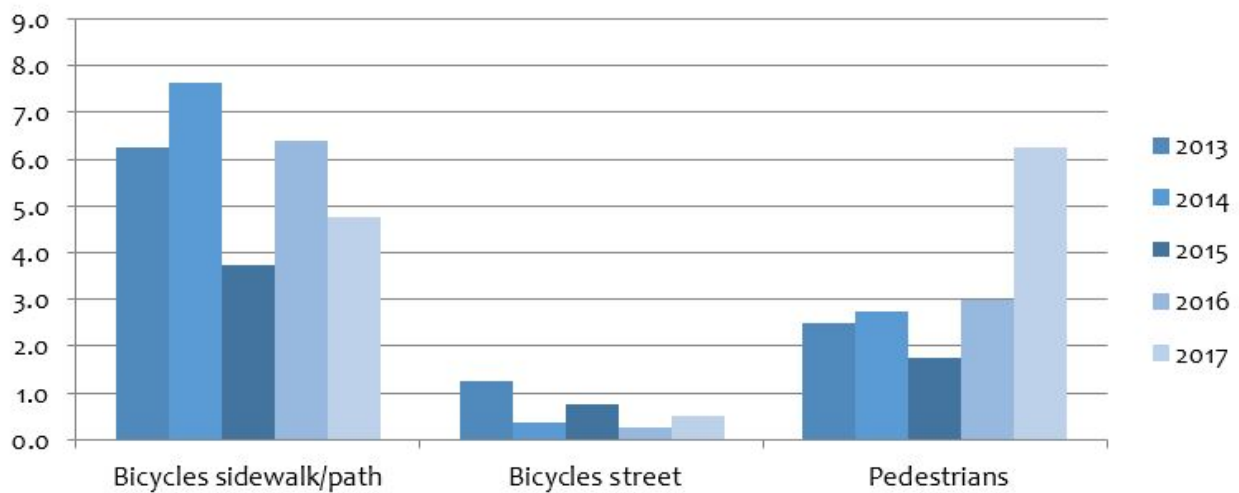




## Fargo—9th Ave S under I-29

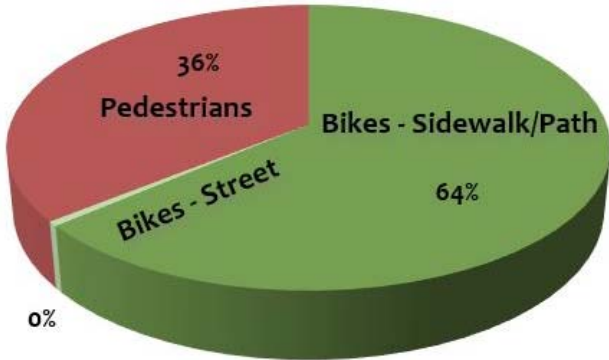
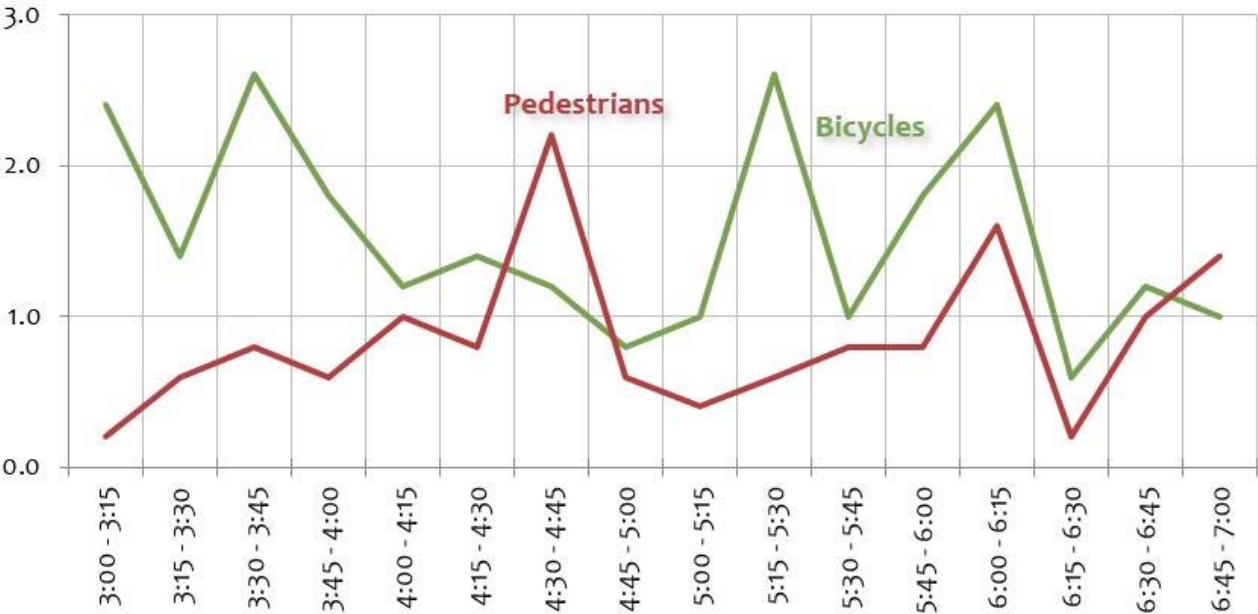


Counts per hours

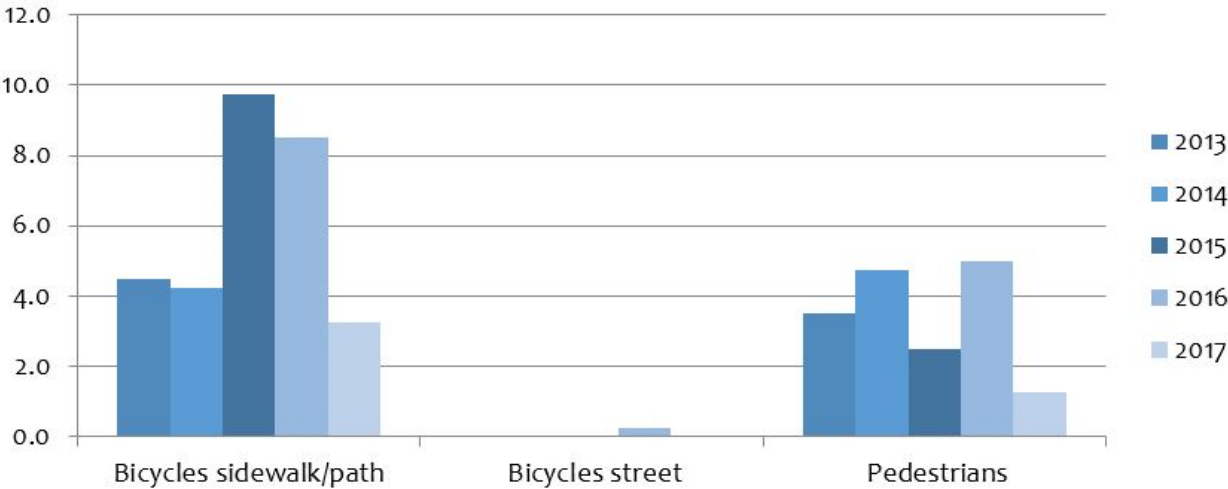




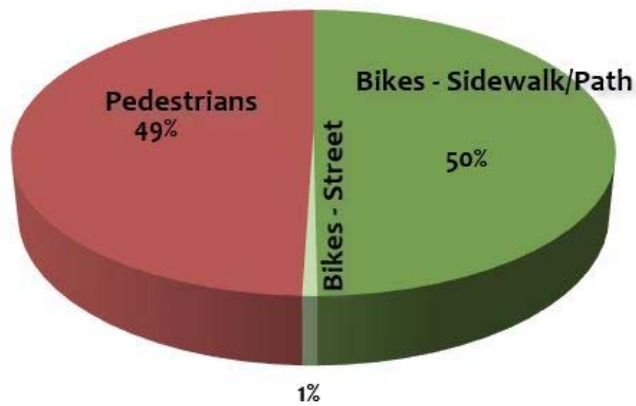
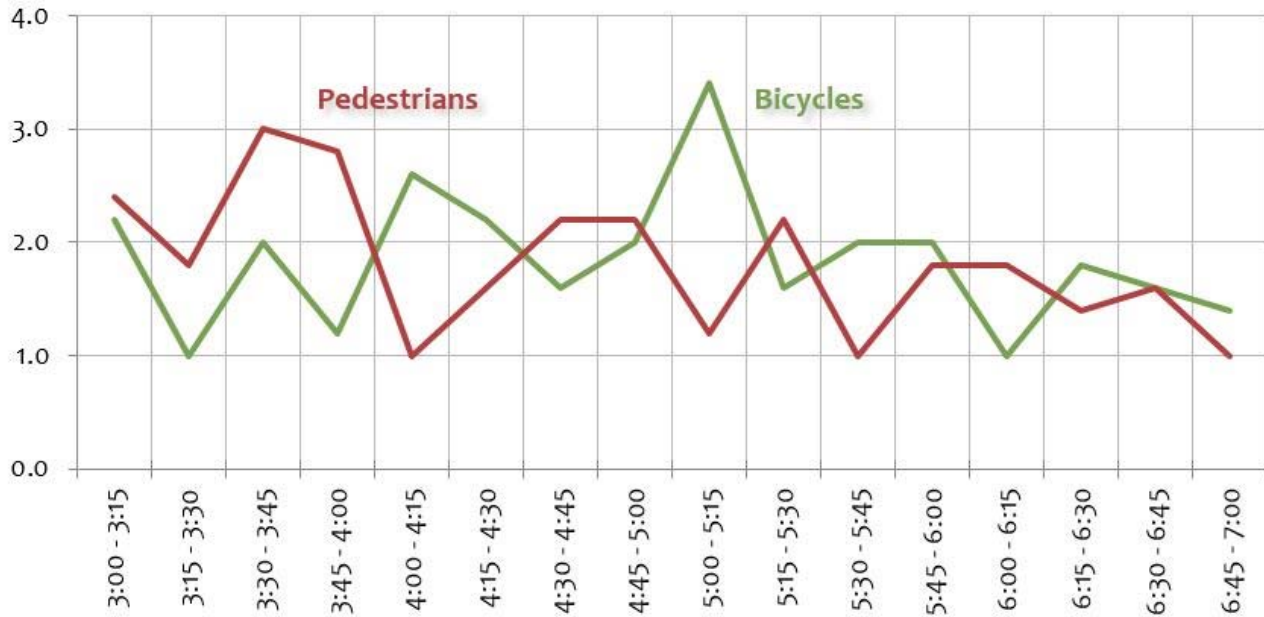
# Fargo—12th Ave N viaduct (between 19th St & 29th St)



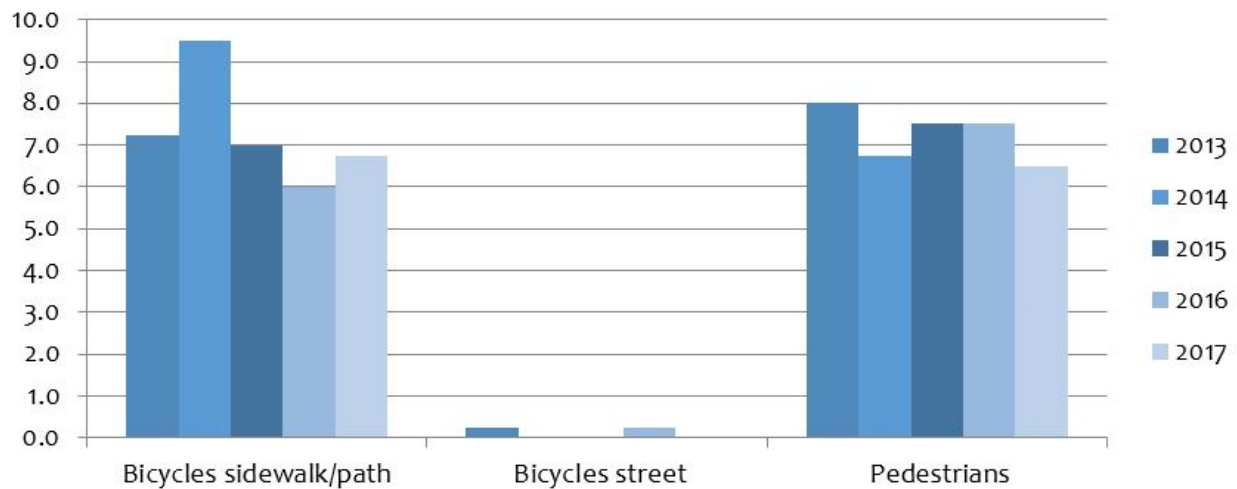
Counts per hours



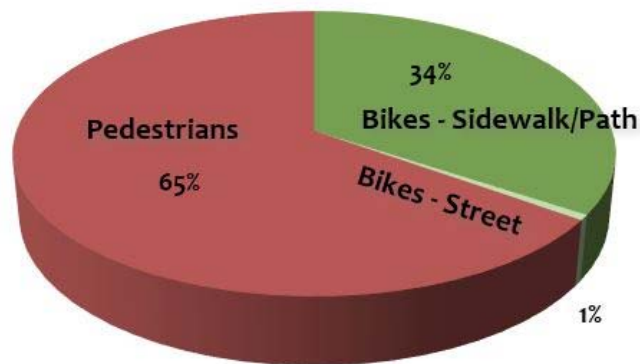
## Fargo—13th Ave S under I-29



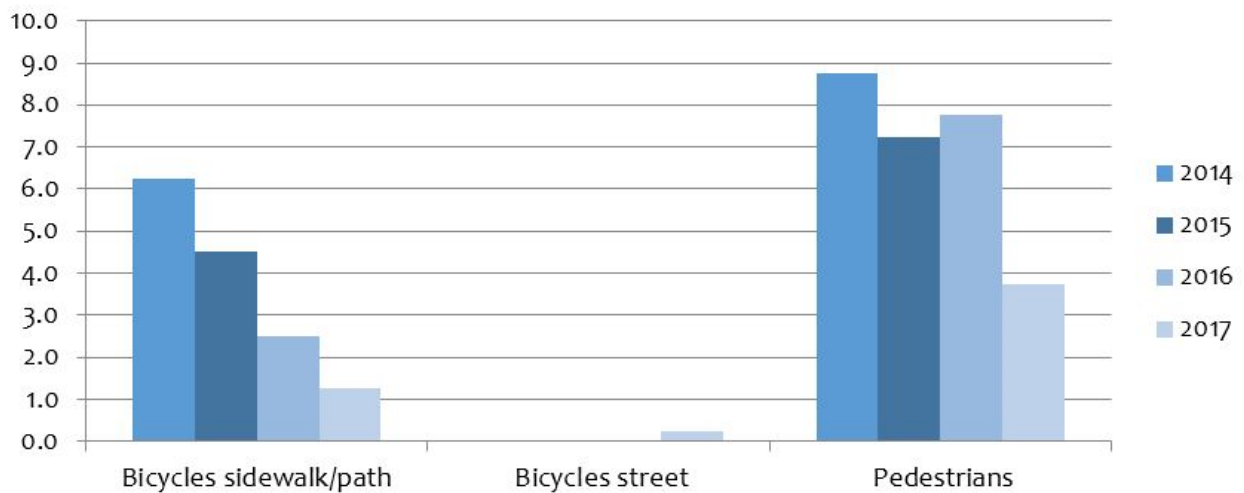
Counts per hours



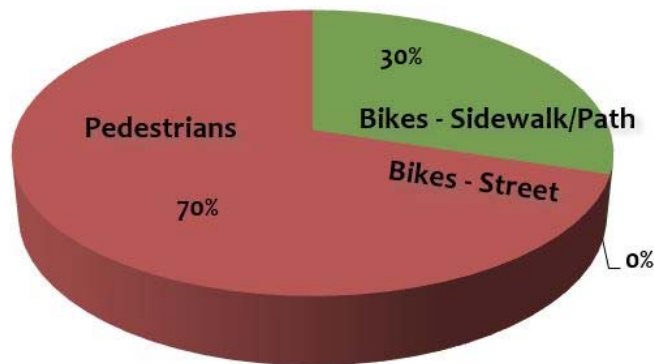
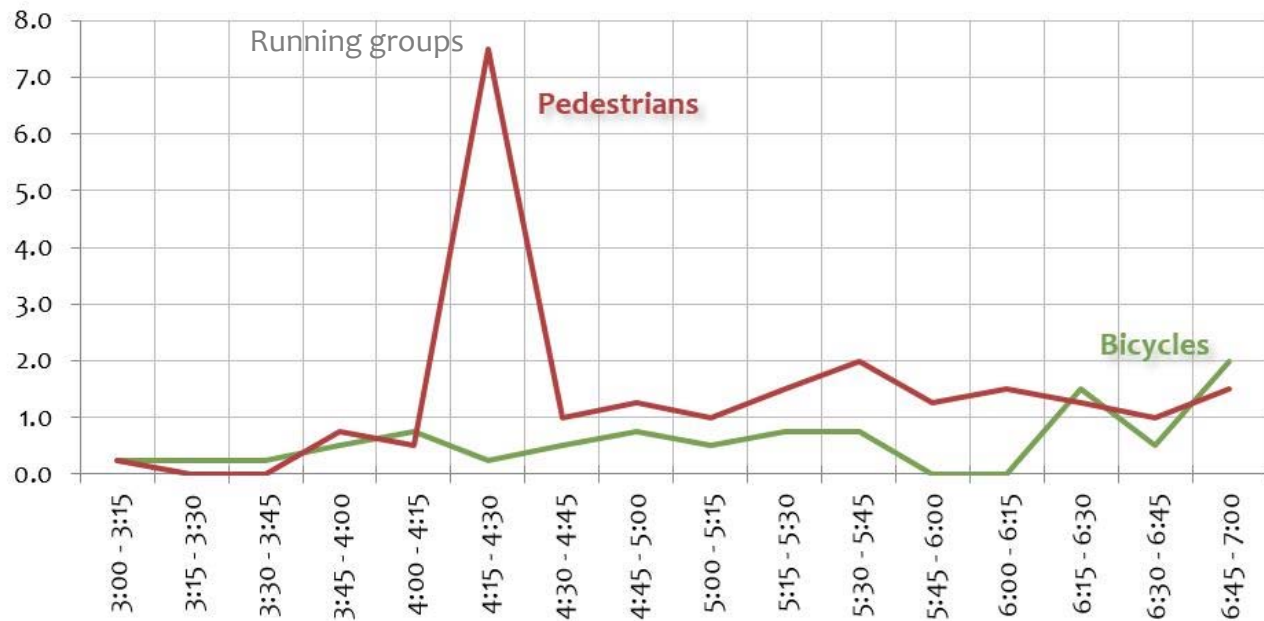
## Fargo—45th St just north of 40th Ave S



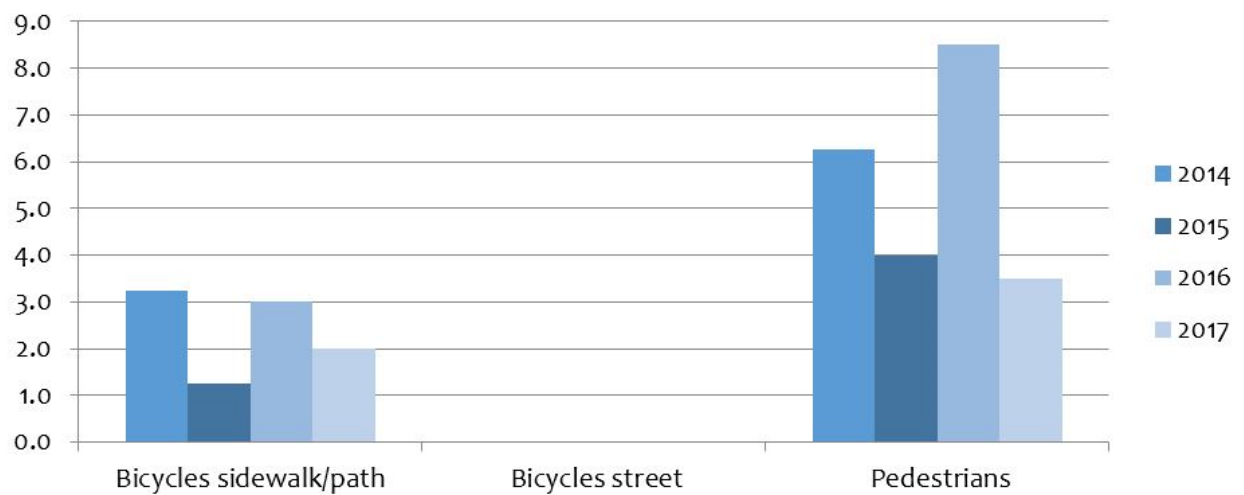
Counts per hours



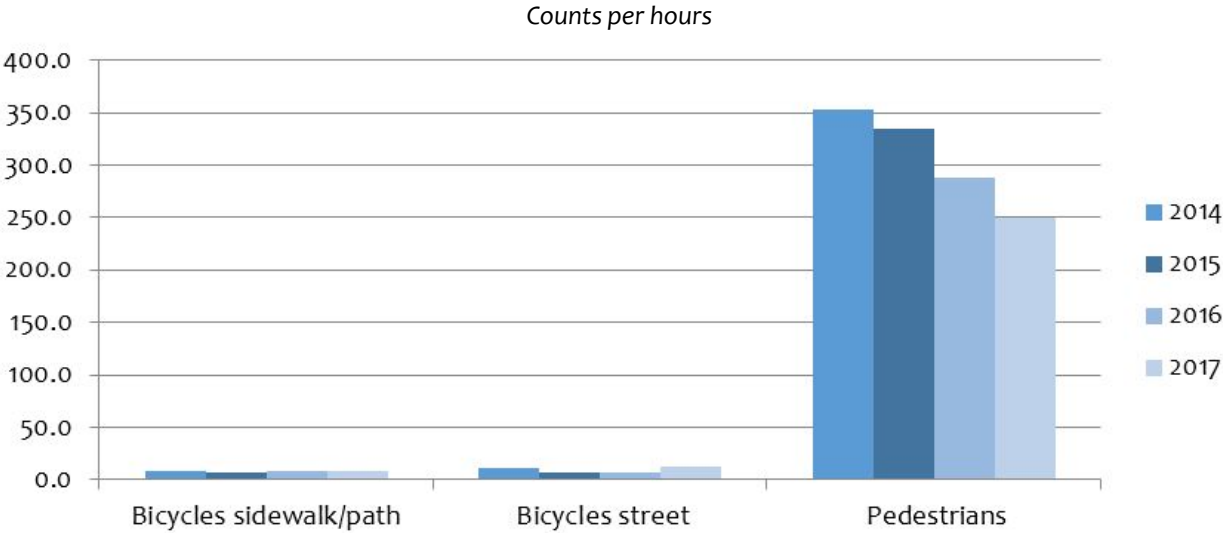
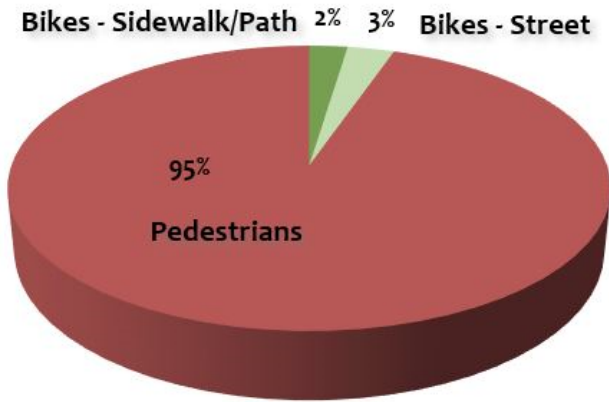
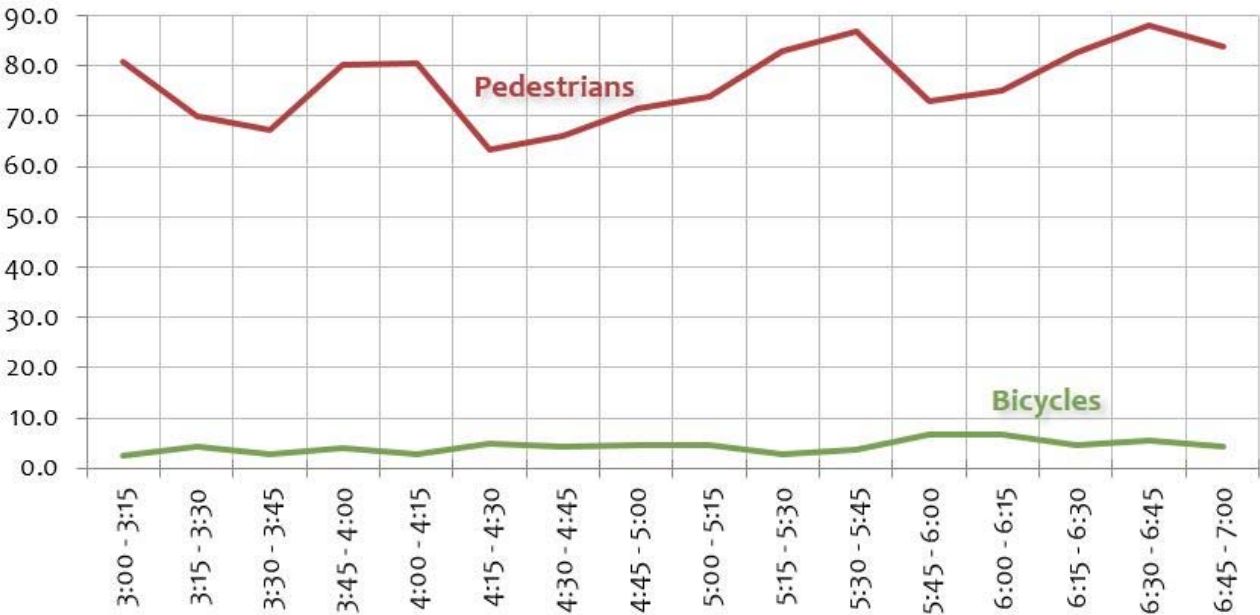
## Fargo—40th Ave S just east of 45th St



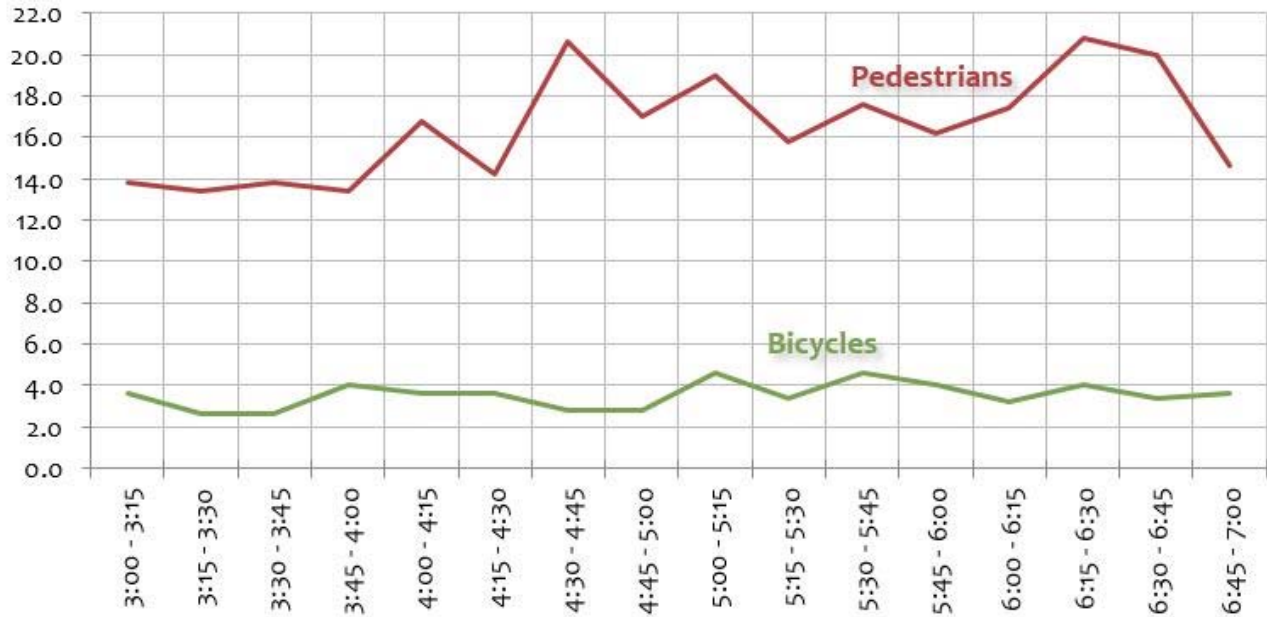
Counts per hours



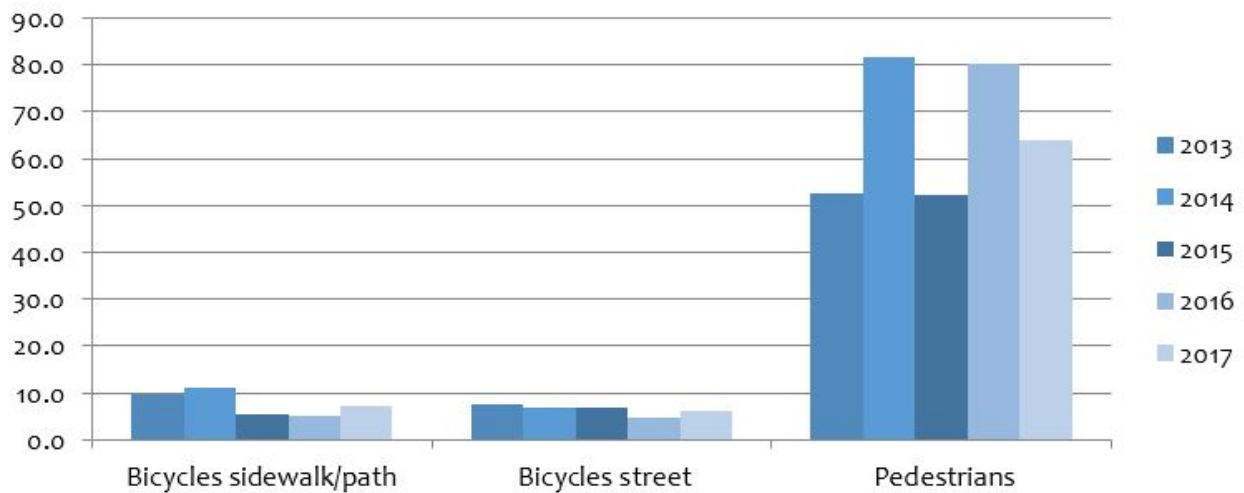
Fargo—Broadway just south of 2nd Ave N



## Fargo—Broadway at RR tracks (between NP Ave & Main Ave)

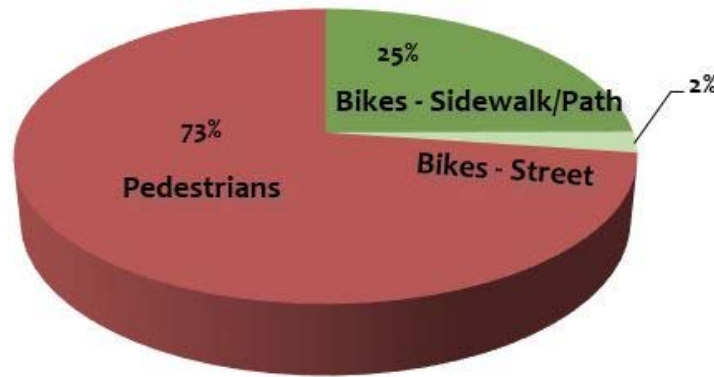


Counts per hours

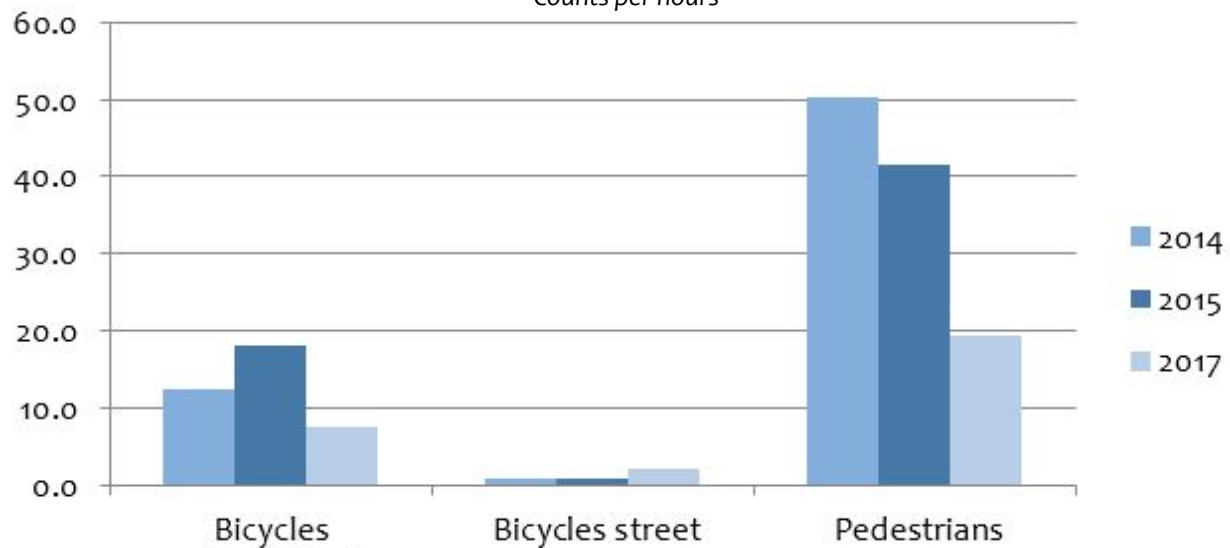




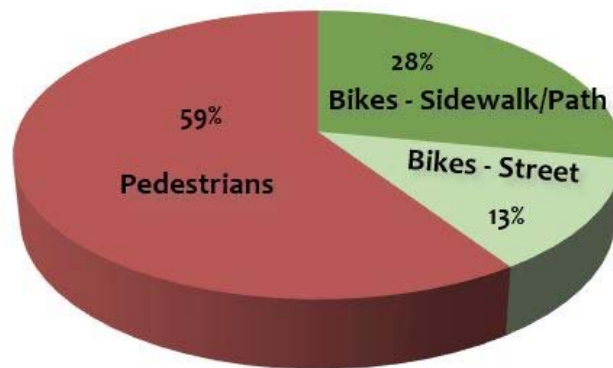
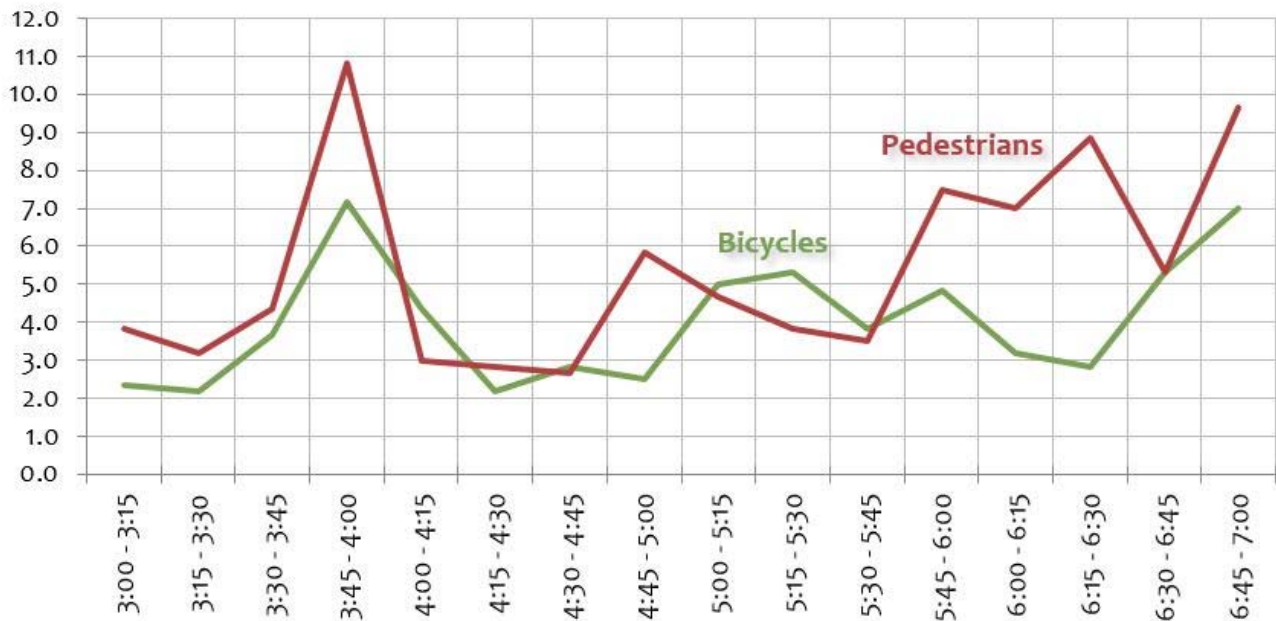
## Fargo—12th Ave N just west of University Dr.



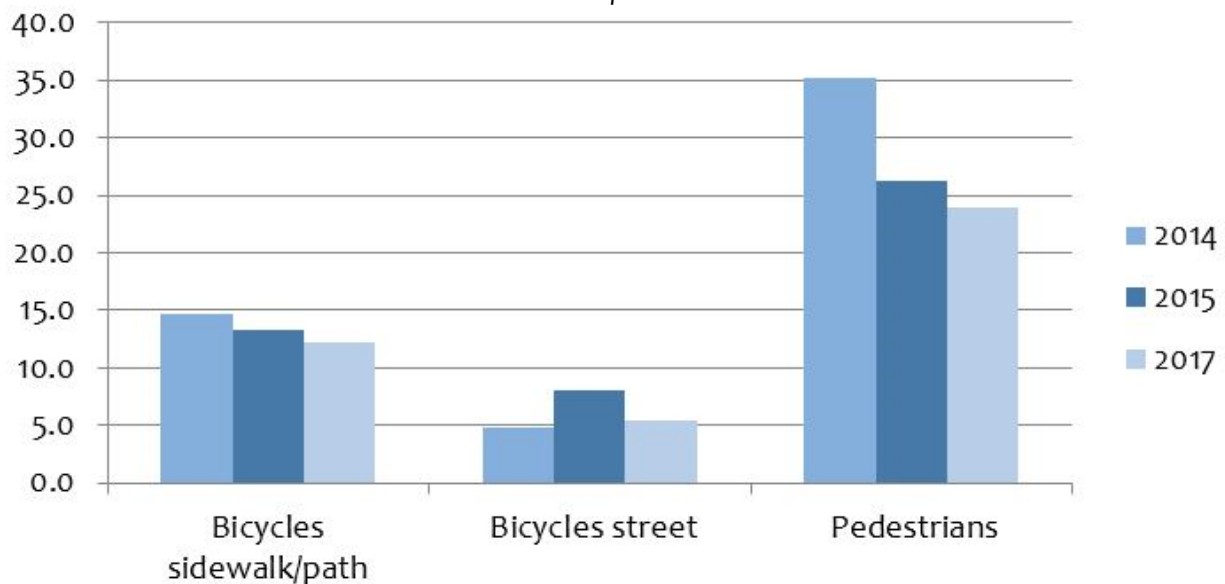
Counts per hours



## Fargo—University Dr just north of 12th Ave N

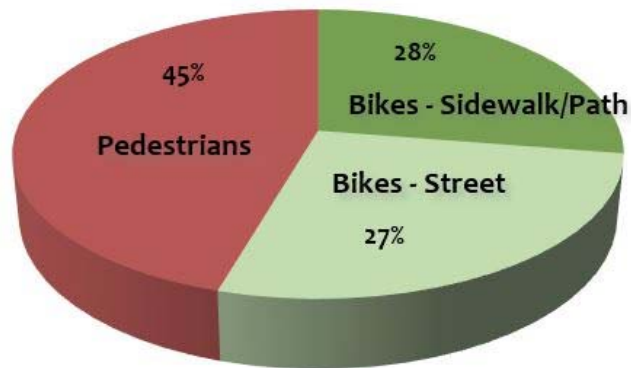


Counts per hours

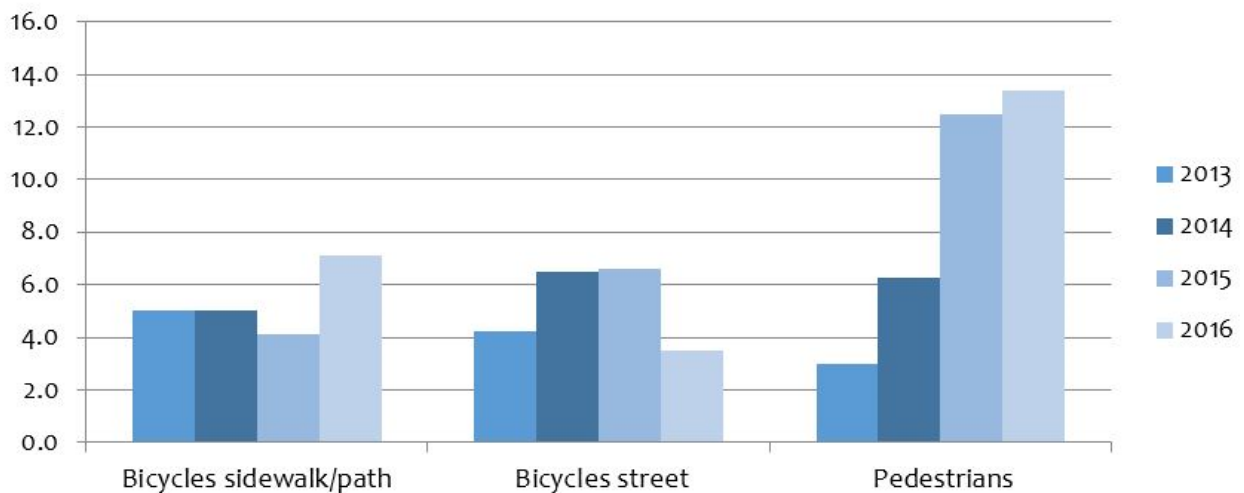




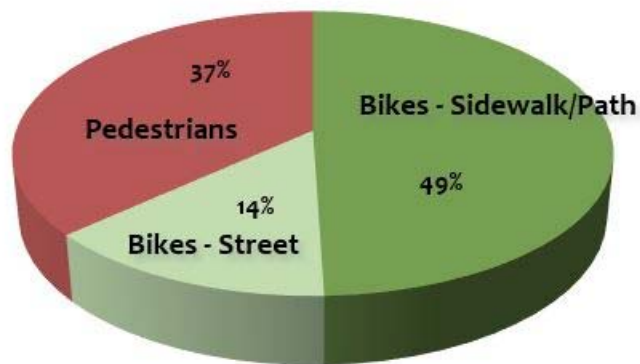
## Fargo/Moorhead—12th Ave N/15th Ave N Bridge over Red River



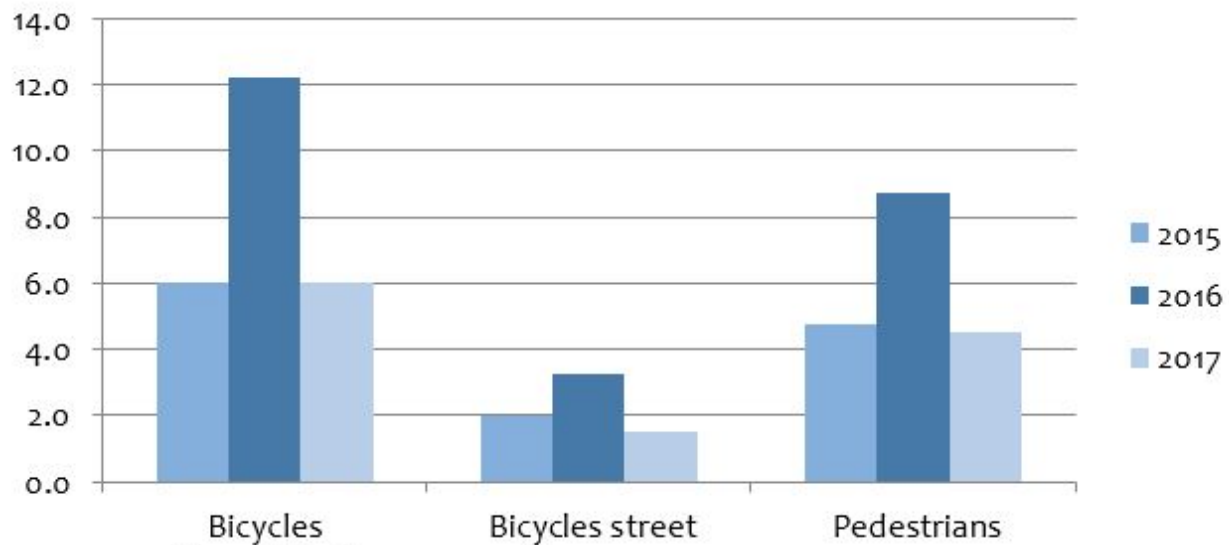
Counts per hours



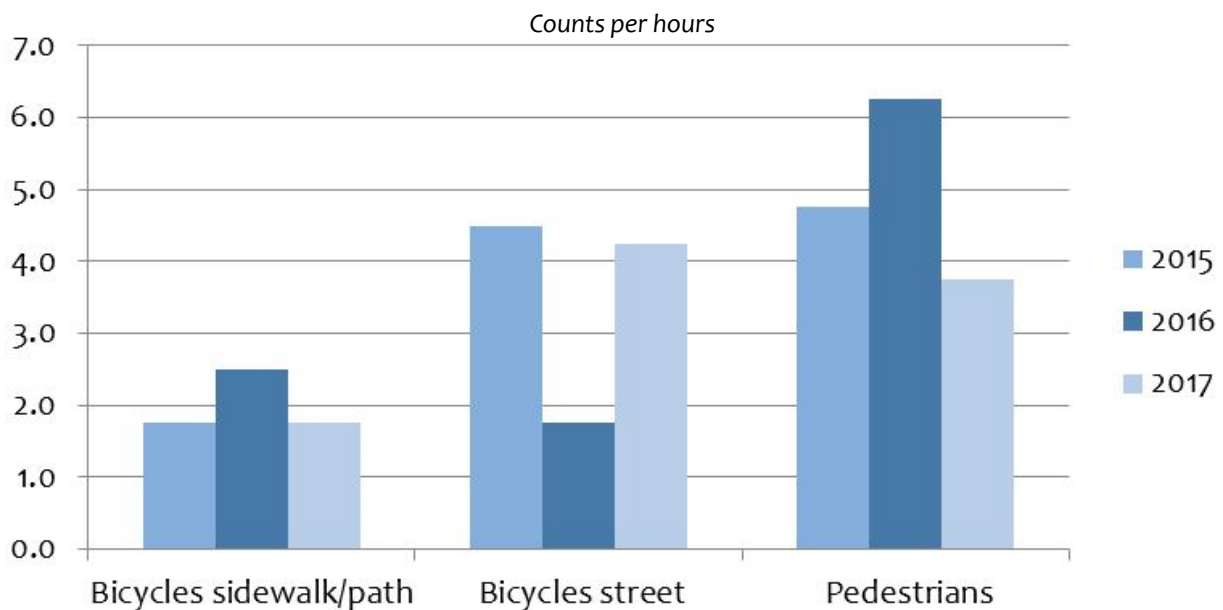
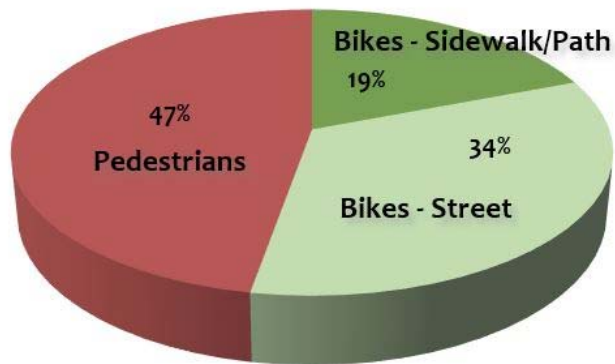
## Fargo/ Moorhead—NP Ave/Center Ave bridge over Red River



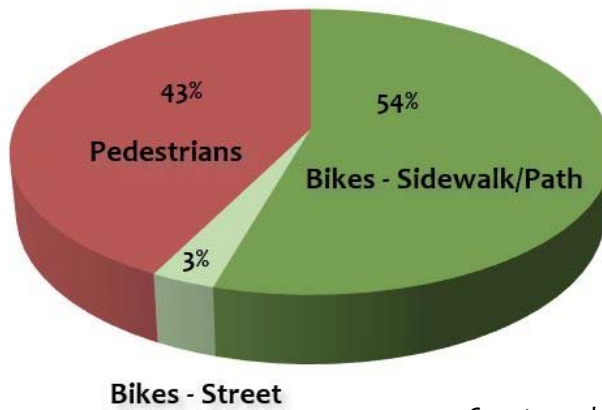
Counts per hours



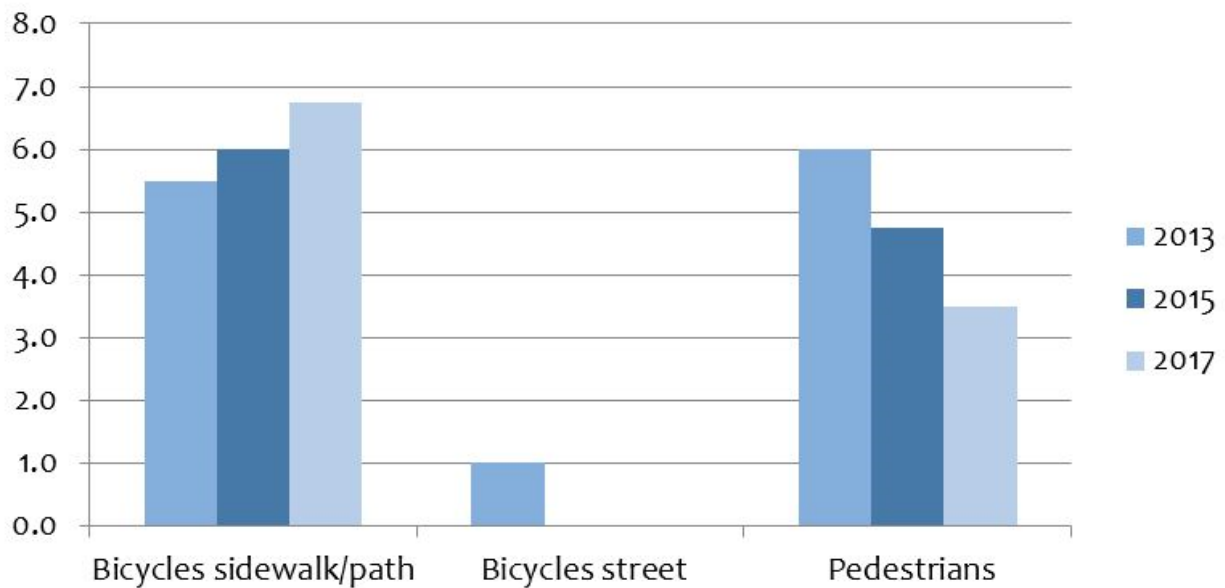
## Moorhead—4th St just south of Center Ave



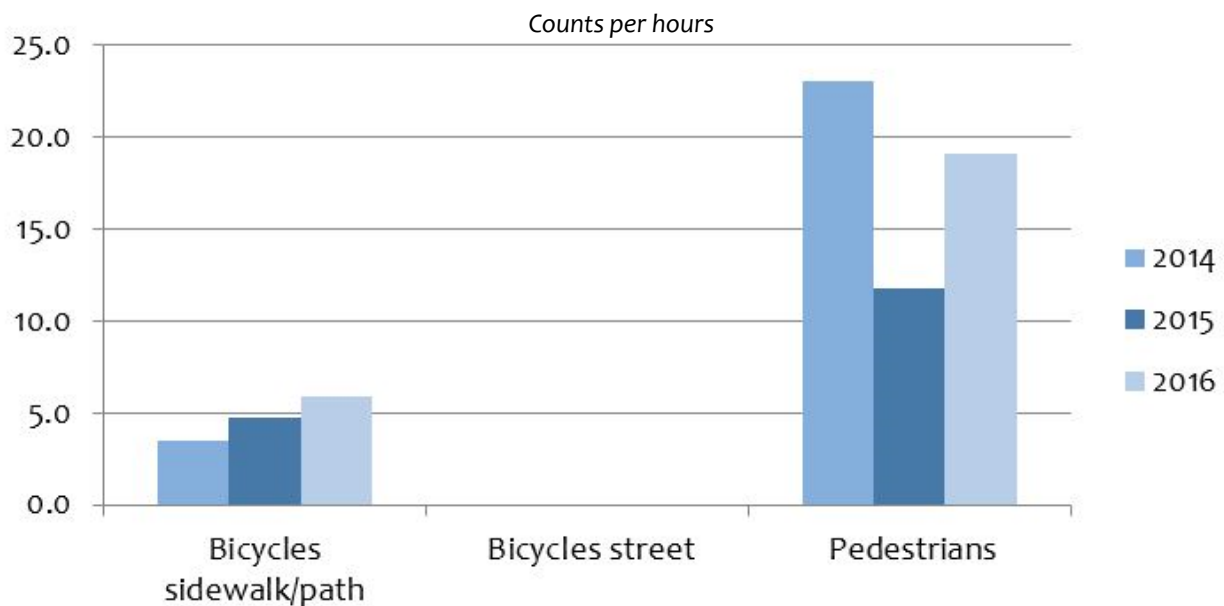
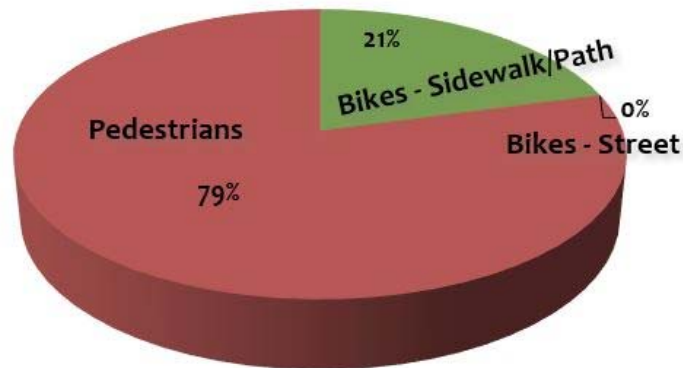
## Moorhead—8th St over I-94



Counts per hours



## West Fargo—9th St just south of 17th Ave E



## West Fargo—17th Ave E just west of 9th St

