



Central Dakota MPO Policy Board Meeting
Thursday, March 27, 2025, at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the
City Clerk's office at 857-4752.

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1. REVIEW AND APPROVAL OF MINUTES

Suggested Motion: I move to approve the minutes of the February 27, 2025 meeting as presented.

3. OLD BUSINESS

3.1. WAGES AND PERFORMANCE REVIEW DISCUSSION CONT.

Activity: Continue Discussion Regarding Wages and Performance Review Procedures

4. NEW BUSINESS

4.1. UPDATED MONTHLY ACTIVITIES DOCUMENT

This item is informational only; no action required.

4.2. 2025 UPWP AMENDMENT #1

Suggested Motion: I move to approve the 2025 UPWP Amendment #1 as presented.

4.3. TRANSIT DEVELOPMENT PLAN - REQUEST FOR PROPOSALS

Suggested Motion: I move to approve the Request for Proposals subject

to necessary changes following review by NDDOT and other agencies, as necessary.

4.4. FINANCE DOCUMENTS

Suggested Motion: I move to approve the Financial Statements as presented.

4.5. UNSPENT 2024 CPG REDISTRIBUTION FOLLOW-UP

This item is informational only; no action required.

5. OTHER BUSINESS

5.1. OPPORTUNITY FOR PUBLIC COMMENT

6. ADJOURNMENT

Central Dakota Metropolitan Planning Organization

Meeting Minutes

Thursday, February 27, 2025, at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)



Mark Jantzer called the meeting to order at 4:32 PM

1. ROLL CALL

The following were present:

Burlington City- Jerick Hedges
Minot City- Mark Jantzer, Paul Pitner
Surrey City- Michael Thiesen
Ward County- John Fjeldahl

Members Absent: Jim Rostad, Harold Stewart and Lisa Olson

Others Present: Wayne Zacher, Will Hutchings, Brittany Shefstad, Kristen Sperry and Hannah Hornberger.

2. APPROVAL OF MINUTES

2.1 REVIEW AND APPROVAL OF THE DECEMBER 19, 2024 MINUTES

Paul Pitner moved to approve the minutes of the January 23, 2025 meeting as presented. The motion was seconded by Jerick Hedges, and carried the following vote: ayes: Jantzer, Pitner, Fjeldahl, Thiesen, and Hedges; nays: none

3. OLD BUSINESS

3.1 BYLAWS AMENDMENT – SECOND VOTE

Mike Thiesen moved to approve the second of two votes required to amend the bylaws as presented. The motion was seconded by Paul Pitner, and carried the following vote: ayes: Jantzer, Fjeldahl, Pitner, Thiesen, and Hedges; nays: none

3.2 ADMINISTRATIVE POLICY MANUAL – POLICIES COMPILED TO-DATE

John Van Dyke summarized the policies.

Paul Pitner moved to approve the Administrative Policy Manual as presented. The motion was seconded by Mike Thiesen and carried the following vote: ayes: Fjeldahl, Hedges, Jantzer, Thiesen and Pitner; nays: none.





3.3 ADMINISTRATIVE POLICY MANUAL – PERFORMANCE REVIEW

Mark Thiesen, Jerick Hedges and John Fjeldahl all discussed how they process performance reviews. John Van Dyke explained that he used City of Minot's positions and pay grades as a general pay range to follow. Mark Jantzer discussed the pros and cons of the City of Minot's pay tables and increases each year. John Van Dyke suggested using the COLA (cost of living adjustment) and informed the board that they would make the ultimate decision. John Fjeldahl voiced that merit based increases seemed the easiest managed and that they would go off of the performance reviews done by the supervisors. Mark Jantzer wanted to word to make clear that the Policy Board is able to address the COLA or merit based increases as needed. John Fjeldahl also requested some clearer wording within the policy.

Jerick Hedges moved to continue discussion regarding wages and performance review procedures. The motion was seconded by John Fjeldahl and carried the following vote; ayes: Fjeldahl, Hedges, Jantzer, Thiesen and Pitner; nays: none.

4. NEW BUSINESS

4.1 MONTHLY ACTIVITIES

John Van Dyke discussed the activities he worked on this month. Mike Thiesen asked for a review over TAC meetings. John Van Dyke informed the Board that the TAC meetings have been very engaging and involved.

4.2 PERFORMANCE MEASURES

John Van Dyke reviewed Performance Measures 1, 2 & 3.

Jerick Hedges asked if we need to adopt new measures or to use the goals and metrics from the state. John Van Dyke informed them that there is no data collected yet so a baseline would need to be set and the measures can be used to help determine which projects to choose. Wayne Zacher elaborated the difference between adopting their own vs using the states. John Fjeldahl questioned how the measures would be used and Paul Pitner asked if these numbers were a bare minimum baseline. Will Hutchings informed the board that by using the Performance Measures the DOT would take into account for funding of the projects.

Mike Thiesen moved to approve the 2025 Performance Measures as presented. The motion was seconded by Paul Pitner and carried the following vote; ayes: Fjeldahl, Hedges, Jantzer, Thiesen and Pitner; nays: none.





4.3 FINANCE DOCUMENTS

John Van Dyke discussed the expenditures for the month. He informed the board that the consultants haven't sent an invoice yet so that will be on next month's documents. Mr. Van Dyke also informed the board that he will be preparing a 2024 Year End Report and so far there will be roughly \$40,000 that will be put into the reserve. He also informed the board that they intend to do a traffic study this year. There was money left over from 2024 and that will help the 2025 budget.

Paul Pitner moved to approve the financial documents as presented. The motion was seconded by John Fjeldahl, and carried the following vote: ayes: Jantzer, Ptiner, Fjeldahl, Thiesen, and Hedges; nays: none

5. OTHER BUSINESS

5.1 OPPORTUNITY FOR PUBLIC COMMENT

No public present.

ADJOURNMENT

There being no further business, John Fjeldahl moved to adjourn the meeting. The motion was seconded by Paul Pitner, and carried unanimously. The meeting adjourned at 5:11 PM.





SUMMARY OF PRIOR DISCUSSIONS

January Meeting

Performance Reviews/ Wages

- Merit based yearly – board approval
- Step & COLA eval – COLA taken into account but not always given
- COLA first, then merit based after if applicable
- Evaluations done by June to take budget into consideration
 - September is deadline to give budge to the State
- Wanting to keep wage competitive
- Have John's eval done by June 2025

February Meeting

Performance Reviews/Wages

- Surrey/Burlington/Ward Co – depends on budget each year
- City of Minot could be going merit based
- Proposing COLA then merit
 - Use prelim budget to determine COLA
 - Both subject to Board approval
- COLA would follow budgetary process
 - Average COLA would be presented and voted on by board
- Any increase would be active 1st pay period of the new year



WAGES RANGES, WAGE ADJUSTMENTS, AND PERFORMANCE REVIEWS

MARCH 27, 2025



The following information is provided for Policy Board discussion purposes. The Executive Director conducted interviews with each of the other three (3) North Dakota MPO Directors to ascertain how their organizations handle matters related to wage ranges, wage adjustments, and performance reviews. Also included is a recommended approach to be included in the Central Dakota MPO Administrative Policy Manual, which is presently being written.

Grand Forks-East Grand Forks MPO (GF-EGF MPO)

Wage Ranges and Wage Adjustments

GF-EGF MPO follows the City of Grand Forks grade/step process, where each position is assigned a pay grade that encompasses a pay range. Steps break the pay range into numerous levels that are awarded to employees through merit increases and/or tenure.

GF-EGF MPO applies a cost-of-living-adjustment (COLA) to adjust pay for employees each year. The COLA is determined by the City of Grand Forks. Every employee receives the determined COLA increase each year, irrespective of performance. For 2025, this amount was 2.15%.

In addition, GF-EGF MPO employees may be eligible for a merit increase should the employee meet expectations across a variety of different review categories. The merit increase is 2.5%.

GF-EGF MPO Finance Committee, which is comprised of three (3) Policy Board members, meets as-needed to discuss matters related to budgetary impacts, one of which is employee salary increases tied to job reclassifications. Increases stemming from job reclassifications are above and beyond the aforementioned COLA and merit increases.

Performance Reviews

The GF-EGF Executive Director (ED) receives their review directly from the Chair of the Policy Board (Chair) utilizing an established form. The Chair completes the form, assigning a number (one being lowest and five being highest) corresponding with the performance category being reviewed. A three, or "meets expectations", will result in successfully achieving the merit increase. The Chair and ED meet one-on-one to discuss the annual review.

The ED performs a similar review process for their direct reports and the Chair is not involved in non-ED employee reviews.





Fargo-Moorehead Council of Governments (FM COG)

Wage Ranges and Wage Adjustments

FM COG follows City of Fargo grade/step system when classifying job descriptions, tying a position/title to a similar position/title at the City of Fargo.

Job descriptions may not get updated immediately as the City of Fargo performs job description updates. Rather, FM COG reviews job descriptions with each vacancy and makes updates as appropriate.

Every year, FM COG surveys the seven member jurisdictions and inquires of the amount appropriated for cost-of-living adjustment (COLA) and merit pay increases. FM COG then averages the results of the seven member jurisdictions to come up with a recommended COLA and merit increase. This recommendation is provided to the Executive Committee (EC), a subset of the Policy Board (PB) for review, modification, if any, and recommendation to the full PB for final approval. For 2025, FM COG derived a 3% COLA increase from the average of their seven member jurisdictions. The Executive Committee modified the COLA increase to 3.25%; Policy Board concurred. COLA increases go into effect on January 1 of each year.

Merit increases are determined on an employee-by-employee basis upon satisfactory performance of their six-month probationary period and then upon their yearly anniversary thereafter. A merit increase goes into effect following a satisfactory performance review.

Performance Reviews

The Executive Director (ED) has a mandatory six-month probationary period upon hire. Following six months of employment, the ED performs a self-assessment, which is provided to the PB Chair (Chair). The Chair reviews the self-assessment, modifies as desired, and then provides to the Executive Committee (EC), a subset of the PB. The EC reviews the Chair's initial review, recommending the Chair make adjustments as deemed appropriate. The EC meets with the ED to provide the performance evaluation and directs Chair to write memo to the PB. The PB has final authority, but grants deference to EC in these matters.

General staff receives performance reviews from ED, with no Chair, EC, or PB involvement. Any impacts to the Unified Planning Work Program budget would be subject to PB review/approval.

Ben Griffith, Executive Director to send over the self-evaluation form and general staff performance review form.





Bismarck-Mandan MPO (BMMPO)

Wage Ranges and Wage Adjustments

The Bismarck-Mandan MPO (BMMPO) is housed within the City of Bismarck and therefore follows all City of Bismarck job descriptions, pay increase, and employee review procedures. There is no involvement by the BMMPO Policy Board.

Cost-of-living-adjustments and merit pay increases are determined annually by the Bismarck City Commission through their annual budget process. COLA increases are applied across the board irrespective of performance. Merit increases, if funding is available, are based on a satisfactory performance review.

Each employee is placed on probation for their first year as a condition of employment. During this timeframe, they are still eligible for COLA and merit pay increases. Both COLA and merit increases go into effect January 1 of each year.

Performance Reviews

Technically, the Principal Transportation Planner (PTP) fulfills the role as BMMPO Executive Director as part of their job duties. The PTP oversees the MPO Division within the Community Development Department and reports to the Community Development Director.

Staff within the MPO Division reports to the PTP who provides necessary performance reviews. The PTP receives their performance review directly from the Community Development Director.





Central Dakota MPO (CDMPO) (Proposed)

Wage Ranges and Wage Adjustments

Wage Ranges

Wage ranges for the Executive Director and other MPO staff are tied to wage ranges of similar positions at the City of Minot. As wage ranges are adjusted by the City of Minot from time to time, wage ranges for the Executive Director and other MPO staff adjust in tandem. **Table X.** below provides Central Dakota MPO positions and their City of Minot nearest equivalents.

Central Dakota MPO Position	City of Minot Nearest Equivalent
Executive Director	Community and Economic Development Director
Senior Transportation Planner/Transportation Planner III	Senior Planner/Planner III
Associate Transportation Planner/Transportation Planner II	Associate Planner/Planner II
Assistant Transportation Planner/Transportation Planner I	Assistant Planner/Planner I
Transportation Specialist, Senior	Office and Administrative Specialist, Senior
Transportation Specialist	Office and Administrative Specialist
Office Assistant, Principal	Administrative Clerk, Principal
Office Assistant, Senior	Administrative Clerk, Senior
Office Assistant	Administrative Clerk

Wage Adjustments

Wage adjustments for the Executive Director and other MPO staff do not occur without approval of the Policy Board. Wage adjustments may result in the need for an amendment to the Unified Planning Work Program (UPWP). When an amendment to the Unified Planning Work Program is necessary, the effective date of the wage adjustment is the beginning of the full pay period following approval of the amendment by state and federal partners.

Cost of Living Adjustment (COLA)

Annually, the Central Dakota MPO will closely follow budgetary processes and discussions related to cost-of-living-adjustments (COLAs) or equivalent for each of the member-jurisdictions. Based on these discussions, the CDMPO will generate an average COLA and present to the Policy Board for review and approval. Any COLA is to become effective on the first day of the first full pay period occurring in the new year.





Merit-based Adjustments

Following the mandatory one-year probationary period and annually thereafter, each employee is eligible for a merit-based wage adjustment, when adequate funding is available. The merit-based wage adjustment, if any, is to be determined by the Policy Board following a satisfactory performance review. Merit-based wage adjustments will become effective on the first day of the first full pay period following the Policy Board merit-based wage adjustment determination, subject to any delays stemming from the need to amend the Unified Planning Work Program as outlined in the Wage Adjustments section of this manual.

Performance Reviews

Following the mandatory one-year probationary period and annually thereafter, each employee will be subject to a performance review.

Executive Director

The Executive Director is to perform a self-assessment on a pre-established performance review form and provide it to the Policy Board Chair for review and amendment, if any is necessary. The Policy Board Chair and the Executive Director may meet to discuss the performance review form ahead of finalization. Following amendments, if any, the Policy Board Chair will provide the performance review form to the Policy Board at the next available CDMPO Policy Board meeting for review, who may approve as-is or make amendments. As part of the performance review process, the Policy Board will determine the applicable merit-based wage adjustment, if any.

Staff

Each CDMPO staff member is to perform a self-assessment on a pre-established performance review form and provide it to the Executive Director for review and amendment, if any are necessary. Following completion of the performance review form, the Executive Director will meet with the staff member to discuss the results. The Executive Director will provide a recommendation to Policy Board surrounding any merit-based wage adjustment, if any, at the next available CDMPO Policy Board meeting. As part of the performance review process, the Policy Board will determine the applicable merit-based wage adjustment, if any.



Monthly Activities Update March 27, 2025



The following information is provided to keep the Policy Board members apprised of the ongoing activities, deadlines, and overall efforts that have been accomplished since the last Policy Board meeting. The task lists are not exhaustive of all activities and efforts, but provide insight into the day-to-day operations of the organization.





Week Forty-one - February 24, 2025 - February 28, 2025

- ☒ **Section 110 - Program Support and Administration**
 - ☒ Clean-up/Respond to e-mails - **Monday/Tuesday**
 - ☒ Approve P-card transactions - **Friday**
 - ☒ Update hours log for week forty-one - **Friday**
 - ☒ Create update for week forty-two tasks - **Friday**
 - ☒ *Other Meetings*
 - ☒ NDDOT one-on-one - **Tuesday**
 - ☒ ND MPO Coordination Meeting - **Thursday**
 - ☒ Functional Class Follow-up Meeting - **Wednesday**
 - ☒ Policy Board Meeting - **Thursday**
- ☒ **Section 120 - Unified Planning Work Program**
 - ☒ 2026/2027 UPWP Creation
 - ☒ Review 23 CFR 420.117 - **Thursday**
- ☒ **Section 130 - Training and Travel**
 - ☒ MPO Director's Meeting (Virtual) - **Friday**
- ☒ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
 - ☒ Forward all review materials to consultant - **Wednesday**
- ☒ **Section 220 - Transit Development Plan**
 - ☒ Continue review of RFQs for TDPs and begin making necessary adjustments to scope/timeline to align with City of Minot four-phase transit timeline - **Monday**
 - ☒ Begin writing RFQ for TDP based on review - **Tuesday/Wednesday/Thursday**
- ☒ **Section 310 - Transportation Planning Support and Coordination**
 - ☒ Land Use Development Discussion w/Minot Community Development





Week Forty-two - March 3, 2025 - March 7, 2025

- ☒ **Section 110 - Program Support and Administration**
 - ☒ Clean-up/Respond to e-mails - **Monday/Tuesday**
 - ☒ Approve P-card transactions - **Friday**
 - ☒ Update hours log for week forty-two - **Friday**
 - ☒ Create update for week forty-three tasks - **Friday**
 - ☒ *Other Meetings*
 - ☒ Lunch Meeting w/Harold S. - **Tuesday**
 - ☒ Q1 Executive Directors Forum - AMPO - **Tuesday**
 - ☒ Technical Advisory Committee (TAC) Agenda - **Monday/Tuesday/Wednesday**
 - ☒ Feb. 11 Minutes
 - ☒ CDMPO TDP RFP
 - ☒ 2025 UPWP Amendment #1
 - ☒ 2026/2027 UPWP Discussions
- ☒ **Section 120 - Unified Planning Work Program**
 - ☒ *2025 UPWP Amendments - Tuesday/Wednesday*
 - ☒ Modify draft amendment #1 based on finalized ATAC numbers for 2025
 - ☒ Incorporate changes to office assistant wages and reduced hours
 - ☒ *2026/2027 UPWP Creation*
 - ☒ Begin writing/organizing document - **Wednesday/Thursday/Friday**
- ☒ **Section 130 - Training and Travel**
 - ☒ N/a
- ☒ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
 - ☒ Central Dakota Project Management Team Meeting - **Thursday**
 - ☒ Central Dakota Financial Plan Discussion - NDDOT - **Thursday**
 - ☒ Central Dakota Financial Plan Discussion - City of Minot - **Thursday**
- ☒ **Section 220 - Transit Development Plan**
 - ☒ Complete TDP RFQ - **Monday/Tuesday**
 - ☒ Send to Brian H., Brian Banfill, and Tom J. for feedback - **Tuesday**
- ☒ **Section 310 - Transportation Planning Support and Coordination**
 - ☒ N/a





Week Forty-three - March 10, 2025 - March 14, 2025

- ☒ **Section 110 - Program Support and Administration**
 - ☒ Clean-up/Respond to e-mails - **Monday/Tuesday**
 - ☒ Approve financial transactions - **Thursday**
 - ☒ Update hours log for week forty-three - **Friday**
 - ☒ Create update for week forty-four tasks - **Friday**
 - ☒ TAC Meeting - **Tuesday**
- ☒ **Section 120 - Unified Planning Work Program**
 - ☒ 2026/2027 UPWP Creation
 - ☒ Continue writing/organizing document - **Monday/Wednesday/Thursday/Friday**
- ☒ **Section 130 - Training and Travel**
 - ☒ N/a
- ☒ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
 - ☒ Review January Invoice - **Monday**
 - ☒ Travel Demand Model Meeting - **Monday**
 - ☒ Priority Area Analysis Subgroup Meeting - **Monday**
- ☒ **Section 220 - Transit Development Plan**
 - ☒ Incorporate changes into TDP RFQ - **Monday**
 - ☒ NDDOT
 - ☒ Transit
 - ☒ TAC
- ☒ **Section 310 - Transportation Planning Support and Coordination**
 - ☒ CDMPO-City of Minot Community Development Department Working Lunch - **Friday**





Week Forty-four - March 17, 2025 - March 21, 2025

- ☐ **Section 110 - Program Support and Administration**
 - ☒ Clean-up/Respond to e-mails - **Monday/Tuesday**
 - ☐ Approve financial transactions - **Friday**
 - ☐ Update hours log for week forty-four - **Friday**
 - ☐ Create update for week forty-five tasks - **Friday**
 - ☒ Meetings
 - ☒ NDDOT one-on-one - **Tuesday**
 - ☒ NDDOT-MPO Directors - **Wednesday**
 - ☐ Policy Board Agenda
 - ☒ Administrative Policy Manual - Wage/Performance Review
 - ☒ Update language from prior PB meeting accordingly
 - ☒ TDP RFP
 - ☒ Hannah to perform first pass on formatting with CDMPO branding
 - ☒ 2024 Reauthorization Joint-MPO Director Memo
 - ☒ 2025 UPWP Amendment #1
 - ☐ ATAC Contract Addendum for Signalization Effort
 - ☐ Update ATAC Contract with pertinent info - **Monday**
- ☐ **Section 120 - Unified Planning Work Program**
 - ☐ 2026/2027 UPWP Creation
 - ☐ Continue writing/organizing document - **Monday/Tuesday/Friday**
- ☐ **Section 130 - Training and Travel**
 - ☒ National Dialogue 2/3 - AMPO - **Tuesday**
 - ☒ North Dakota Traffic Operations Roundtable - **Wednesday/Thursday**
 - ☐ Q1 Core Products Webinar - AMPO - **Thursday**
- ☐ **Section 210 - Metropolitan Transportation Plan (MTP) Project**
 - ☐ MTP Project Team Meeting - **Thursday - Canceled**
- ☒ **Section 220 - Transit Development Plan**
 - ☒ Finetune formatting and finalize document - **Wednesday/Thursday**
- ☒ **Section 310 - Transportation Planning Support and Coordination**
 - ☒ Work on pathway preservation and street cross section alternative for Highlands at N. Hill - **Monday/Tuesday**
 - ☒ Meet w/Randy Conway and Andrew G. regarding pathway/reduced street width cross section - **Tuesday**
 - ☒ Development Review Team Meeting - Idlewild - Minot - **Wednesday**



2025 UPWP AMENDMENT #1



Date: 09/19/2024

To: Wayne Zacher, MPO Coordinator, North Dakota Department of Transportation; Kristen Sperry, Planning Program Manager, FHWA, Renae Tunison, Community Planner, FTA

From: John Van Dyke, Executive Director, Central Dakota Metropolitan Planning Organization

Subject: 2025 UPWP Amendment #1

All,

The Central Dakota MPO submits its first amendment to the 2025 Unified Planning Work Program (UPWP).

The majority of adjustments included in this amendment stem from additional work on the Metropolitan Transportation Plan (MTP) accomplished in 2024 that is no longer necessary to accomplish in 2025. The 2025 UPWP was conservatively established assuming \$175,000 of work would be accomplished toward the MTP. However, \$249,938.33 was accomplished in 2024, resulting in \$74,938.33 of work toward the MTP that does not need to be completed in 2025. These funds have been reallocated toward two projects – Section 220 – Transit Development Plan in the amount of \$39,814.93 and a new Section 230 - CenDak Signalized Intersections Traffic Data Collection in the amount of \$39,383. A description of Section 230 is provided in the amended UPWP.

Further, hours towards several sections have been reallocated to better reflect time expected to be dedicated toward each respective Section.

Table 1. provides a summary of changes by Section stemming from the aforementioned adjustments.

Table 1. Summary of Changes by Section

Summary of changes by Section

Section Title	Hours	Hourly Cost	Expenses
Section 110 - Program Support and Administration - Executive Director	104	\$7,677.69	-
Section 110 - Program Support and Administration - Office Assistant	-120	-\$4,259.60	-
Section 120 - Planning Work Program	-60	-\$4,429.44	-
Section 210 - Metropolitan Transportation Plan	-104	-\$7,677.69	-\$74,938.33
Section 220 - Transit Development Plan	40	\$2,952.96	\$39,814.93
Section 230 - CenDak Signalized Intersections Traffic Data Collection (NEW)	20	\$1,476.48	\$39,383.00
Net Change	-120	-\$4,259.60	\$4,259.60





Additionally, changes in total hours, hourly wage rate, and hourly benefit rate, for the Office Assistant contribute toward the changes summarized in Table 1. Table 2. Illustrates these changes. In short, the total cost per hour for the Office Assistant is increasing by \$0.97. Simultaneously, total hours allotted for this position have been adjusted downward from 520 to 400. This results in cost savings of \$4,259.60, which has been reallocated toward Section 220 Transit Development Plan expenses.

Table 2. Office Assistant Detail

Office Assistant Detail			
Item	Original	Amended	Change
Wage per hour	\$24.91	\$26.83	\$1.92
Benefits per hour	\$13.82	\$12.87	-\$0.95
Total Hourly Rate	\$38.73	\$39.70	\$0.97
Total Hours Allotted for Position	520	400	-120
Total Cost of Labor Allotted for Position	\$20,139.60	\$15,880.00	-\$4,259.60

Attached is both a “clean” version that shows no markup and the version with tracked changes for ease of review. This amendment was approved at the March 27, 2025 Policy Board meeting.

I thank you for your consideration and following your approval, this document will be posted to the Central Dakota MPO webpage.

Thank you,

John Van Dyke, AICP

Executive Director, Central Dakota MPO

Attachments:

Document Name – TC

Document Name - Clean





2025 Unified Planning Work Program (UPWP) Amendment #1

Central Dakota Metropolitan Planning Organization

MPO Contact:

John Van Dyke, Executive Director

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10 3rd Ave SW

Minot, ND 58701



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Introduction

The Central Dakota Metropolitan Planning Organization (CDMPO) was established in 2023 in response to the 2020 US Census. The Census identified the Cities of Minot and Surrey and areas of Ward County within the urbanized area. Collectively, these entities included the City of Burlington to be a part of the Metropolitan Planning Area, but not part of the urbanized area.

CDMPO is represented by the following political subdivisions:

- City of Burlington
- City of Minot
- City of Surrey
- Ward County

Policy Board

The CDMPO is governed by a seven (7) member Policy Board. Current members of the Policy Board include:

Agency	Title
John Fjeldahl, Chair	Ward County
Michael Thiesen	City of Surrey
Jerick Hedges	City of Burlington
Jim Rostad	Ward County
Lisa Olson	City of Minot
Mark Jantzer	City of Minot
Harold Stewart	City of Minot

Each political subdivision may have one alternate member in the event an appointed member is unable to attend the Policy Board meeting. The current alternate members include:

Alternate Member	Political Subdivision
Kelsey Flick	City of Burlington
Steve Fennewald	City of Surrey
Paul Pitner	City of Minot
Ron Merritt	Ward County

The Policy Board generally meets the fourth Thursday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Policy Board has been meeting in the Executive Conference Room on the 3rd floor of the Minot City Hall, located at 10 3rd Ave SW, Minot, ND.



Technical Advisory Committee

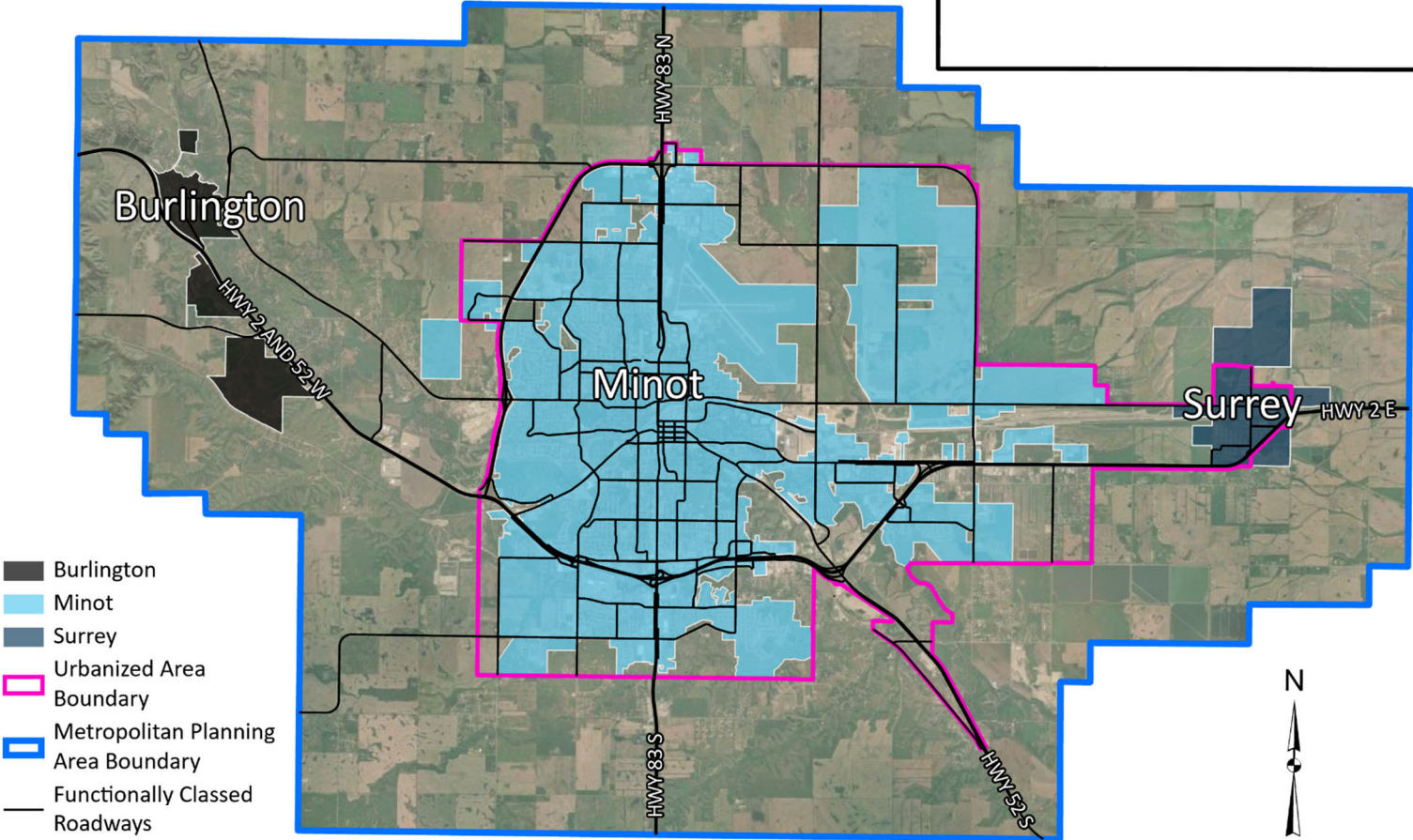
The Policy Board is advised by the Technical Advisory Committee comprised with staff employed or contracted to perform work involved in engineering, planning, or overall administration of the member political subdivisions. Those members include the following positions, whether directly employed or contracted, to provided services in such capacity:

<u>Agency</u>	<u>Title</u>
CDMPO	Executive Director
City of Burlington	City Auditor
City of Burlington	Public Works Director
City of Minot	City Engineer
City of Minot	Principle Planner
City of Minot	Transit Superintendent
City of Surrey	City Engineer
Ward County	County Engineer
Ward County	Planning & Zoning Administrator
NDDOT	Minot District Engineer
NDDOT	MPO Coordinator

The Technical Advisory Committee generally meets the second Tuesday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Technical Advisory Committee has been meeting in Conference Room #3 of the City of Minot Public Works Building, located at 1025 31st St. SE, Minot, ND.

Map of CDMPO

Central Dakota Metropolitan Planning Organization (CDMPO)
Boundary Map
Burlington, Minot, Surrey, and Portions of Ward County, ND



0 1.5 3 6 Miles

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Purpose of Unified Planning Work Program

The Unified Planning Work Program (UPWP) is required to be produced annually and must be approved by the CDMPO Policy Board, the North Dakota Department of Transportation (NDDOT), and the United States Department of Transportation (USDOT) via the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

The UPWP provides a detailed description of all transportation related planning activities anticipated by the CDMPO during the calendar year. It also provides detailed work activities and budget information including local, state, and federal funding shares, to allow the state to document the requirements for planning grants distributed through the Federal Government.

2024 Accomplishments

2024 was the MPOs first full calendar year in operation. Much of the groundwork has been laid since January 1, 2024, including adoption of the 2024 UPWP, Title VI Policy, hiring an Executive Director, and consultant selection/kick-off of the 2050 Metropolitan Transportation Plan. It is anticipated that the Public Participation Plan (Section 220 of the 2024 UPWP) and approximately 33 percent of the Metropolitan Transportation Plan will be completed during the remainder of 2024.

In addition, agreements between the City of Minot and the CDMPO will be established that outline the arrangement between the two organizations, specifically related to the City as a direct subrecipient of federal funds on behalf of the CDMPO and the City of Minot employment of the Executive Director. Work on refining this relationship is ongoing and will continue through the end of 2024 and beyond.

2025 Planned Work Activities

The planned work activities through 2025 will focus on continued effort to establish a firm foundation for which to operate in years to come. A critical pillar of this effort is to adopt the CDMPO's first Metropolitan Transportation Plan, which is an areawide transportation plan that applies to all four (4) political subdivisions. The 2050 MTP kicked off in summer 2024 and must be completed no later than December 31, 2026. The CDMPO desires to have the MTP in place sooner than the end of 2026, with a target of the end of 2025. This push is reflected in the UPWP for 2025.

Other work that is still needed to be initiated or completed throughout 2025 includes:

- Completion of the 2026 UPWP
 - This effort will incorporate anticipation of 2027 activities to establish the organization's first two-year rolling UPWP.
- Complete development of the 2050 Metropolitan Transportation Plan (MTP)
- Begin work on establishing the 2026-2029 Transportation Improvement Program (TIP)
 - This work will include coordination with NDDOT and utilize the soon-to-be available eSTIP
- Begin work on the Transit Development Plan (TDP) (approximately 25% of the project will be completed in 2025, with the remainder occurring in 2026)



Section 100 – Program Support and Administration

Program Support and Administration activities include the coordination of Technical Advisory Committee (TAC) and Policy Board meetings, staff training and travel, preparing work programs, UPWP creation, adoption, and amendments thereof, website creation, and quarterly budget reports.

Section 110 – Program Support

Program Support activities keep the Policy Board and TAC informed and meeting on a regular basis. Actions include record keeping of Policy Board and TAC meetings, agendas and minutes, Title VI program work, website development, and attending MPO activity meetings, including but not limited to Planning Commission, County Commission, and City Council/Commission. This section will also include work on the creation of any new, or modifications of existing, agreements/contracts to clarify/effect the interoperability between the City of Minot and the CDMPO and obtain services to effect other Sections of this work program. In addition, this section includes financial and other state/federal reporting, paid time off and holiday pay for the Executive Director, and all other administrative functions to support the CDMPO. This activity will be complete at the end of 2025.

Section 120 – Planning Work Program

Planning Work Program activities include creation of the 2026 UPWP, which will include anticipation of 2027 activities. It will also include any associated amendments and administrative modifications to the 2025 UPWP. This activity will be complete at the end of 2025.

Section 130 – Training and Travel

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. This activity will be complete at the end of 2025.

Section 140 – Program Expenses

Program Expenses are the costs necessary to maintain the CDMPO office including but not limited to professional legal services, computer hardware, software, and maintenance/repair, office rent, telephone services, advertising for public input, engagement, and outreach, postage and shipping, materials and supplies, furnishings and equipment, copier and printer supplies, books and subscriptions, and memberships and associations.

The CDMPO will also enter into a three-year contract with the Advanced Traffic Analysis Center (ATAC) beginning January 1, 2025, which includes an annual fee. This annual fee is included in this section.

This activity will be complete at the end of 2025.



Section 200 – Long-Range Transportation Planning

The Long-Range Transportation Planning element includes activities related to plan development and necessary support data for implementation of the Metropolitan Transportation Plan (MTP) and other plans. This section also includes public outreach and environmental justice activities.

Section 210 – Metropolitan Transportation Plan Development

Because CDMPO is new, a Metropolitan Transportation Plan (MTP) does not exist. The City of Minot and Ward County have corridor studies and long-range plans, but not a full encompassing document for the Metropolitan Planning Area.

Consultant selection is complete and funds are budgeted in 2024 to initiate creation of the MTP. An MTP is required to be established no later than December 31, 2026 and the budget reflects the ongoing activities related to this effort. The CDMPO desires to have the MTP in place sooner than the end of 2026, with a target of the end of 2025. This push is reflected in the UPWP for 2025.

Metropolitan Transportation Plan Development activities project management to include consistent interaction with the consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. It also includes all other activities necessary to support facilitation of the creation of the MTP.

The costs of developing the plan will be the primary expense the MPO has over the next year.

Finally, this project will utilize the full amount of Complete Streets funding set aside for 2025 in the amount of \$7,959 toward consultant fees for this effort.

Section 220 – Transit Development Plan

The City of Minot adopted a Comprehensive System Analysis in December 2013 surrounding the City's transit services. Many of the objectives have been accomplished since adoption and the area has changed significantly in the last decade.

Transit Development Plan activities will focus on securing consultant services to accomplish approximately 25 percent of the Transit Development Plan and surround project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. It also includes all other activities necessary to support facilitation of the creation of the TDP. The remaining 75 percent will be budgeted for and accomplished in 2026.

Section 230 – CenDak Signalized Intersections Traffic Data Collection

Upper Great Plains Transportation Institute's Advanced Traffic Analysis Center (ATAC), with support from North Dakota Department of Transportation (NDDOT), recently completed a sample traffic data collection project for two (2) of the state highway intersections located within the City of Minot. Realizing the value of the data being collected with regard to future plans and studies, Central Dakota



MPO will expand the traffic data collection effort to the remaining intersections throughout the MPO area over time.

Traffic data collection will utilize technology located at existing camera-based intersections and include both traffic data collection and pedestrian count data collection. The effort will be conducted over several years, with seventeen (17) intersections being setup in 2025. The service will also include maintaining traffic data collection processes and troubleshooting on an as-needed basis for up to two (2) intersections. A final report and retraining on the use of the Traffic Analysis website interface will be included as part of this project.

It is expected that this passive data collection project will require less CDMPO labor involvement than a standard study/plan and therefore twenty (20) hours of the ED time is allocated toward this effort.

Section 300 – Short-Range Transportation Planning

Activities in this section will focus on providing input and coordination with local agencies inside the MPA. The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives.

Section 310 – Transportation Planning Support and Coordination

The Executive Director will coordinate with planning and other departments on development proposals, transit planning, and other planning-related initiatives. This activity will be complete at the end of 2025.



UPWP Funding

Total Revenue

Revenue for CDMPO comes from a combination of federal and local funds. The total federal funds allocated to the CDMPO is \$499,228. The total local funding is a 20 percent match of the federal funding which equals \$124,807. Each local political subdivision allocates match based on the latest decennial census. The local match breakdown is as follows: Burlington 2%, Surrey 2%, Ward County 27%, and Minot 69%. The dollar amounts are shown in the Table 1. CDMPO Revenue.

Table 1. CDMPO Revenues

Funding Source	Amount	Percentage of Total
2025 Authorized Federal Funds (80%)	\$ 499,228.00	80.0%
<i>ND PL</i>	<i>\$ 403,287.00</i>	<i>64.6%</i>
<i>ND CS</i>	<i>\$ 7,959.00</i>	<i>1.3%</i>
<i>FTA ND</i>	<i>\$ 87,982.00</i>	<i>14.1%</i>
Local Funds (20%)	\$ 124,807.00	20.0%
<i>Burlington Local Match (2%)</i>	<i>\$ 2,496.14</i>	<i>0.4%</i>
<i>Minot Local Match (69%)</i>	<i>\$ 86,116.83</i>	<i>13.8%</i>
<i>Surrey Local Match (2%)</i>	<i>\$ 2,496.14</i>	<i>0.4%</i>
<i>Ward County Local Match (27%)</i>	<i>\$ 33,697.89</i>	<i>5.4%</i>
Total Revenue	\$ 624,035.00	100%



Total Expenses

The expenses shown below are based on several assumptions for the 2025 budget since the CDMPO has no significant historical expense data. Many of the budget line items are modeled after the City of Minot's Engineering Department costs.

The furniture & equipment and capital infrastructure line items have several costs associated with them such as office furniture and office remodel costs. The budget line items will be refined as cost history is developed over the next few years.

Table 2. CDMPO Expenses

2025 CDMPO Expenses		
Salaries		
<i>All</i>	<i>Executive Director</i>	<i>\$ 121,936.00</i>
<i>Sec. 110</i>	<i>Accountant</i>	<i>\$ 8,080.80</i>
<i>Sec. 110</i>	<i>Office Assistant</i>	<i>\$ 10,732.00</i>
Benefits		
<i>Sec. 110</i>	<i>Health Insurance</i>	<i>\$ 22,130.03</i>
<i>Sec. 110</i>	<i>Life Insurance</i>	<i>\$ 297.99</i>
<i>Sec. 110</i>	<i>Medicare</i>	<i>\$ 3,183.74</i>
<i>Sec. 110</i>	<i>NDPERS</i>	<i>\$ 12,051.51</i>
<i>Sec. 110</i>	<i>Short Term Disability</i>	<i>\$ 1,142.47</i>
<i>Sec. 110</i>	<i>Long Term Disability</i>	<i>\$ 637.26</i>
Professional Services		
<i>Sec. 210, 220, & 230</i>	<i>Consultants</i>	<i>\$ 403,873.20</i>
<i>Sec. 130</i>	<i>Education & Training</i>	<i>\$ 800.00</i>
<i>Sec. 140</i>	<i>Professional Services - Legal</i>	<i>\$ 7,500.00</i>
<i>Sec. 140</i>	<i>ATAC Annual Fee</i>	<i>\$ 10,000.00</i>
<i>Sec. 140</i>	<i>Telephone Services and IT Maintenance and Repair Agreements</i>	<i>\$ 2,340.00</i>
<i>Sec. 140</i>	<i>Books, Subscriptions, Memberships, and Associations</i>	<i>\$ 2,300.00</i>
Operational Expenses		
<i>Sec. 130</i>	<i>Travel Costs</i>	<i>\$ 4,430.00</i>
<i>Sec. 140</i>	<i>Office Rent</i>	<i>\$ 3,100.00</i>
<i>Sec. 140</i>	<i>Advertising, Postage, and Shipping</i>	<i>\$ 6,500.00</i>
<i>Sec. 140</i>	<i>Department Materials, Copier/Printer Supplies, Furnishings, and Equipment</i>	<i>\$ 3,000.00</i>
Department Total		\$ 624,035.00



CDMPO Labor Cost

The table below shows the CDMPO labor cost breakdown based on the salary and benefit totals for the Executive Director, Accountant, and Office Assistant¹.

Table 3. CDMPO Labor Costs

CDMPO Labor Cost	
Executive Director	
2025 Hours	2080
Wage per hour	\$ 58.62
Benefits per hour	\$ 15.20
Total Hourly Rate	\$ 73.82
Accountant	
2025 Hours	208
Wage per hour	\$ 38.85
Benefits per hour	\$ 12.87
Total Hourly Rate	\$ 51.72
Office Assistant	
2025 Hours	400
Wage per hour	\$ 26.83
Benefits per hour	\$ 12.87
Total Hourly Rate	\$ 39.70

¹ Hourly rates are a function of the annual cost of the respective labor cost component divided by the number of hours programmed for each position. Therefore, the hourly rates shown in Table 3. are rounded to the nearest \$0.01. For example, annual wages and hours for the Executive Director are programmed at \$121,936 and 2,080 respectively. This results in an hourly rate of approximately \$58.623076923. The labor costs for each table in this report reflect the more accurate hourly wage calculation.



Program Funding

Shown in the tables below are the funding allocations for each program within the UPWP. Sections and line items within each section are estimates and funds may need to be moved between sections or individual line items within each section as needed through an administrative modification or amendment.

An Administrative Modification is required for: 1) adjustments totaling no more than ten (10) percent of funding allocated within one section to another section; or 2) adjustments totaling no more than ten (10) percent of funding allocated for an individual line item within a section to another individual line item within the same section. For example, if \$1,000 was moved from Section A with a total budgeted amount of \$50,000 (2 percent of total) to Section B with a total budgeted amount of \$100,000 (1 percent of total) an administrative modification could be utilized to accommodate the adjustment.

Administrative modifications are effected by the Executive Director and the Technical Advisory Committee and Policy Board are informed thereafter of the changes. Adjustments exceeding ten (10) percent are considered amendments. Administrative modifications and amendments must follow the respective procedures as outlined in the Public Participation Plan.



Section 110- Program Support and Administration

Table 4. Section 110 Summary of Hours and Expenses

Section 110 - Program Support and Administration	Hours	Total Cost
Total Hours - Executive Director, Accountant, and Office Assistant	1,472	\$90,421.84
Total Expenses		\$-
Section 110 - Program Support and Administration Total	1,472	\$90,421.84

Table 5. Section 110 Detail of Hours and Expenses

	Section 110 - Program Support and Administration	Hours	Total Cost
	Activities		
Program Support	Preparation and attendance of TAC/PB meetings, attendance of CDMPO meetings throughout the state, grant writing, website development, administrative policy development, member jurisdiction coordination and presentations, financial and other state/federal reporting, Paid Time Off (PTO) and Holiday Pay, and other administrative functions to support the CDMPO.		
	Hours		
	Executive Director - All Activities	864	\$63,783.92
	Accountant - Preparation and attendance of TAC/PB meetings, financial and other state/federal reporting	208	\$10,757.92
	Office Assistant - Preparation and attendance of TAC/PB meetings, website development, financial and other state/federal reporting, other administrative functions to support the CDMPO	400	\$15,880.00
	Total Hours	1,472	\$90,421.84
	Expenses		
	N/a		\$ -

Table 6. Section 110 Cost Share Breakdown

Section 110 - Funding Allocation			
Entity	Local	Federal	Total
Federal		\$72,337.47	
Burlington	\$361.69		
Surrey	\$361.69		
Minot	\$12,478.21		
Ward County	\$4,882.78		
Other			
Total	\$18,084.37	\$72,337.47	\$90,421.84



Section 120- Planning Work Program

Table 7. Section 120 Summary of Hours and Expenses

Section 120 - Planning Work Program		Hours	Total Cost
Total Hours - Executive Director		260	\$19,194.24
Total Expenses			\$ -
Section 120 - Planning Work Program		260	\$19,194.24

Table 8. Section 120 Detail of Hours and Expenses

Section 120 - Planning Work Program		Hours	Total Cost
Planning Work Program	Activities		
	Prepare UPWP, administrative modifications, and amendments		
	Hours		
	Executive Director - All Activities	260	\$19,194.24
	Total Hours	260	\$19,194.24
	Expenses		
	N/a		\$ -

Table 9. Section 120 Cost Share Breakdown

Section 120 - Planning Work Program			
Entity	Local	Federal	Total
Federal		\$15,355.39	
Burlington	\$76.78		
Surrey	\$76.78		
Minot	\$2,648.80		
Ward County	\$1,036.49		
Other			
Total	\$3,838.85	\$15,355.39	\$19,194.24



Section 130- Training and Travel

Table 10. Section 130 Summary of Hours and Expenses

Section 130 - Training and Travel	Hours	Total Cost
Total Hours - Executive Director	120	\$ 8,858.88
Total Expenses		\$ 5,230.00
Section 130 - Training and Travel	120	\$ 14,088.88

Table 11. Section 130 Detail of Hours and Expenses

	Section 130 - Training and Travel	Hours	Total Cost
	Activities		
	Trainings, conferences, and other professional development activities		
	Hours		
	Executive Director - All Activities	120	\$ 8,858.88
	Total Hours	120	\$ 8,858.88
	Expenses		
	Training		\$ 800.00
	Travel		\$ 4,430.00
	Total Expense		\$ 5,230.00

Table 12. Section 130 Cost Share Breakdown

Section 130 - Training and Travel			
Entity	Local	Federal	Total
Federal		\$ 11,271.10	
Burlington	\$ 56.36		
Surrey	\$ 56.36		
Minot	\$ 1,944.27		
Ward County	\$ 760.80		
Other			
Total	\$ 2,817.78	\$ 11,271.10	\$ 14,088.88



Section 140- Program Expenses

Table 13. Section 140 Summary of Hours and Expenses

Section 140 - Program Expenses	Hours	Total Cost
Total Hours	0	\$ -
Total Expenses		\$ 34,740.00
Section 140 - Program Expenses	0	\$ 34,740.00

Table 14. Section 140 Detail of Hours and Expenses

	Section 140 - Program Expenses	Hours	Total Cost
	Activities		
	N/a		
	Hours		
	N/a		\$ -
	Expenses		
	Professional Services - Legal		\$ 7,500.00
	Office Rent		\$ 3,100.00
	Advertising, Postage, and Shipping		\$ 6,500.00
	Department Materials, Copier/Printer Supplies, Furnishings, and Equipment		\$ 3,000.00
	Telephone Services and IT Maintenance and Repair Agreements		\$ 2,340.00
	Books, Subscriptions, Memberships, and Associations		\$ 2,300.00
	ATAC Annual Fee		\$ 10,000.00
	Total Expense		\$ 34,740.00

Table 15. Section 140 Cost Share Breakdown

Section 140 - Program Expenses			
Entity	Local	Federal	Total
Federal		\$ 27,792.00	
Burlington	\$ 138.96		
Surrey	\$ 138.96		
Minot	\$ 4,794.12		
Ward County	\$ 1,875.96		
Other			
Total	\$ 6,948.00	\$ 27,792.00	\$ 34,740.00



Section 210- Metropolitan Transportation Plan Development

Table 16. Section 210 Summary of Hours and Expenses

Section 210 - Metropolitan Transportation Plan (MTP)	Hours	Total Cost
Total Hours - Executive Director	416	\$30,710.78
Total Expenses		\$270,061.67
Section 210 - Metropolitan Transportation Plan Development	416	\$300,772.45

Table 17. Section 210 Detail of Hours and Expenses

	Section 210 - Metropolitan Transportation Plan (MTP)	Hours	Total Cost
	Activities		
MTP Development	Project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. Includes all other activities necessary to support facilitation of the creation of the MTP.		
	Hours		
	Executive Director - All Activities	416	\$30,710.78
	Total Hours	416	\$30,710.78
	Expenses		
	MTP Consultant Contract		\$262,102.67
	Complete Streets		\$7,959.00
	Total Expenses		\$270,061.67

Table 18. Section 210 Cost Share Breakdown

Section 210 - Metropolitan Transportation Plan Development			
Entity	Local	Federal	Total
Federal		\$240,617.96	
Burlington	\$1,203.09		
Surrey	\$1,203.09		
Minot	\$41,506.60		
Ward County	\$16,241.71		
Other			
Total	\$60,154.49	\$240,617.96	\$300,772.45



Section 220 – Transit Development Plan

Table 19. Section 220 Summary of Hours and Expenses

Section 220 - Transit Development Plan		Hours	Total Cost
Total Hours - Executive Director		300	\$22,147.19
Total Expenses			\$94,428.53
Section 220 – Transit Development Plan		300	\$116,575.72

Table 20. Section 220 Detail of Hours and Expenses

Section 220 Transit Development Plan (TDP)		Hours	Total Cost
Transit Development Plan	Activities		
	Project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. Includes all other activities necessary to support facilitation of the creation of the TDP.		
	Hours		
	Executive Director - All Activities	300	\$22,147.19
	Total Hours	300	\$22,147.19
	Expenses		
	TDP Consultant Contract		\$94,428.53
	Total Expenses		\$94,428.53

Table 21. Section 220 Cost Share Breakdown

Section 220 – Transit Development Plan			
Entity	Local	Federal	Total
Federal		\$93,260.58	
Burlington	\$466.30		
Surrey	\$466.30		
Minot	\$16,087.45		
Ward County	\$6,295.09		
Other			
Total	\$23,315.14	\$93,260.58	\$116,575.72



Section 230 – CenDak Signalized Intersections Traffic Data Collection

Table 22. Section 230 Summary of Hours and Expenses

Section 230 – CenDak Signalized Intersections Traffic Data Collection	Hours	Total Cost
Total Hours - Executive Director	20	\$1,476.48
Total Expenses		\$39,383.00
Section 220 – Transit Development Plan	20	\$40,859.48

Table 23. Section 230 Detail of Hours and Expenses

	Section 230 CenDak Signalized Intersections Traffic Data Collection	Hours	Total Cost
	Activities		
Signalized Intersections Traffic Data Collection	Project management to include occasional coordination and interaction with ATAC and City of Minot staff. Includes all administrative activities to support completion of the project.		
	Hours		
	Executive Director - All Activities	20	\$1,476.48
	Total Hours	20	\$1,476.48
	Expenses		
	TDP Consultant Contract		\$39,383.00
	Total Expenses		\$39,383.00

Table 24. Section 230 Cost Share Breakdown

Section 230 - Signalized Intersections Traffic Data Collection			
Entity	Local	Federal	Total
Federal		\$32,687.58	
Burlington	\$163.44		
Surrey	\$163.44		
Minot	\$5,638.61		
Ward County	\$2,206.41		
Other			
Total	\$8,171.90	\$32,687.58	\$40,859.48



Section 310- Transportation Planning Support and Coordination

Table 25. Section 310 Summary of Hours and Expenses

Section 310 - Transportation Planning Support and Coordination	Hours	Total Cost
Total Hours - Executive Director	100	\$ 7,382.40
Total Expenses		\$ -
Section 310 - Transportation Planning Support and Coordination	100	\$ 7,382.40

Table 26. Section 310 Detail of Hours and Expenses

	Section 310 - Transportation Planning Support and Coordination	Hours	Total Cost
	Activities		
Transportation Planning Support and Coordination	Coordination with planning and other departments on development proposals, transit planning, and other planning-related initiatives.		
	Hours		
	Executive Director - All Activities	100	\$ 7,382.40
	Total Hours	100	\$ 7,382.40
	Expenses		
	N/A		

Table 27. Section 310 Cost Share Breakdown

Section 310 - Transportation Planning Support and Coordination			
Entity	Local	Federal	Total
Federal		\$ 5,905.92	
Burlington	\$ 29.53		
Surrey	\$ 29.53		
Minot	\$ 1,018.77		
Ward County	\$ 398.65		
Other			
Total	\$ 1,476.48	\$ 5,905.92	\$ 7,382.40



Program Funding Summary

The tables below show a total summary of all program hours and expenses.

Table 28. Total Program Hours and Expenses

Total Program Hours and Expenses	Hours	Total Cost
Total Hours - Executive Director, Accountant, and Office Assistant	2,688	\$180,191.80
Total Expenses		\$443,843.20
Total Program Hours and Expenses	2,688	\$624,035.00

Table 29. Total Program Cost Share

Total Program Cost Share	Total Cost
Total Local Cost	\$ 124,807.00
Total Federal Cost	\$ 499,228.00
Total Program Hours and Expenses	\$ 624,035.00

Table 30. Total Program Local Share

Total Program Local Share	Total Cost
Burlington	\$ 2,496.14
Surrey	\$ 2,496.14
Minot	\$ 86,116.83
Ward County	\$ 33,697.89
Total Program Hours and Expenses	\$ 124,807.00



Adoption

The Central Dakota Metropolitan Planning Organization has adopted the 2025 Unified Planning Work Program on _____, _____.

Policy Board Chair

Date



Appendix 1 – 3C Agreement

2025 Unified Planning Work Program (UPWP) Amendment #1

Central Dakota Metropolitan Planning Organization

MPO Contact:
John Van Dyke, Executive Director
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10 3rd Ave SW
Minot, ND 58701



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Introduction

The Central Dakota Metropolitan Planning Organization (CDMPO) was established in 2023 in response to the 2020 US Census. The Census identified the Cities of Minot and Surrey and areas of Ward County within the urbanized area. Collectively, these entities included the City of Burlington to be a part of the Metropolitan Planning Area, but not part of the urbanized area.

CDMPO is represented by the following political subdivisions:

- City of Burlington
- City of Minot
- City of Surrey
- Ward County

Policy Board

The CDMPO is governed by a seven (7) member Policy Board. Current members of the Policy Board include:

Agency	Title
John Fjeldahl, Chair	Ward County
Michael Thiesen	City of Surrey
Jerick Hedges	City of Burlington
Howard “Bucky” Anderson	Ward County
<u>Jim Rostad</u>	
Lisa Olson	City of Minot
Mark Jantzer	City of Minot



Harold Stewart

City of Minot

Each political subdivision may have one alternate member in the event an appointed member is unable to attend the Policy Board meeting. The current alternate members include:

Alternate Member	Political Subdivision
Kelsey Flick	City of Burlington
Steve Fennel	City of Surrey
Paul Pitner	City of Minot
Shelly Weppeler Ron Merritt	Ward County

The Policy Board generally meets the fourth Thursday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Policy Board has been meeting in the Executive Conference Room on the 3rd floor of the Minot City Hall, located at 10 3rd Ave SW, Minot, ND.

Technical Advisory Committee

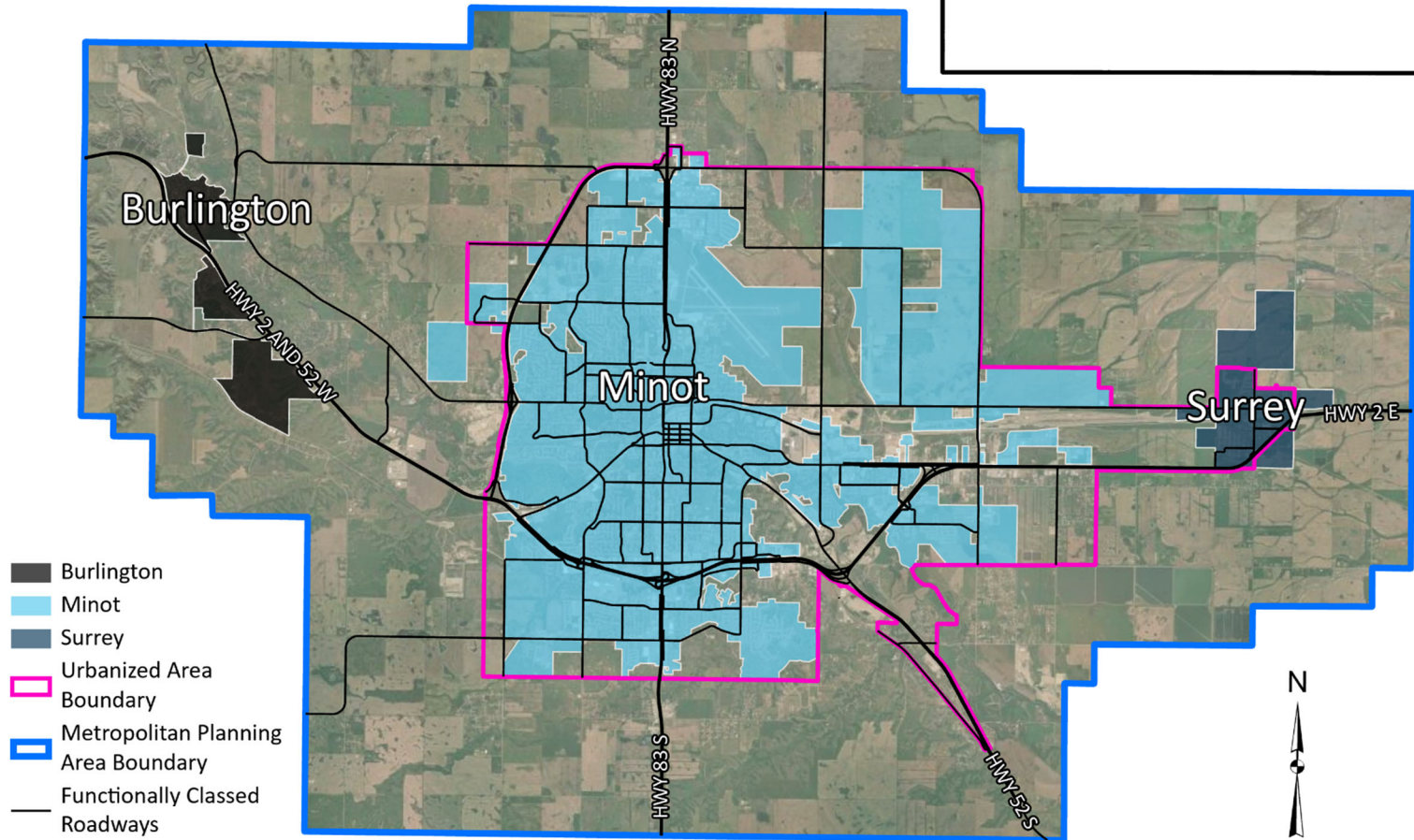
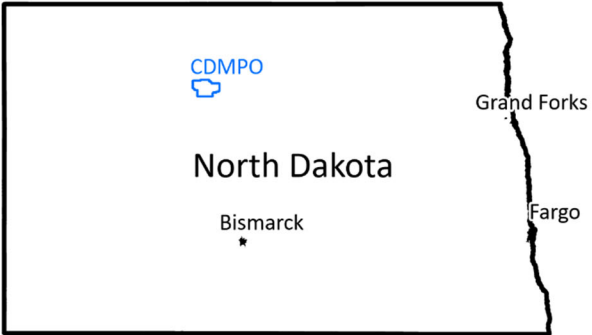
The Policy Board is advised by the Technical Advisory Committee comprised with staff employed or contracted to perform work involved in engineering, planning, or overall administration of the member political subdivisions. Those members include the following positions, whether directly employed or contracted, to provided services in such capacity:

Agency	Title
CDMPO	Executive Director
City of Burlington	City Auditor
City of Burlington	Public Works Director
City of Minot	City Engineer
City of Minot	Principle Planner
City of Minot	Transit Superintendent
City of Surrey	City Engineer
Ward County	County Engineer
Ward County	Planning & Zoning Administrator
NDDOT	Minot District Engineer
NDDOT	MPO Coordinator

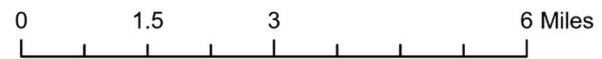
The Technical Advisory Committee generally meets the second Tuesday of each month, subject to adjustments stemming from holidays or known scheduling conflicts. The Technical Advisory Committee has been meeting in Conference Room #3 of the City of Minot Public Works Building, located at 1025 31st St. SE, Minot, ND.

Map of CDMPO

Central Dakota Metropolitan Planning Organization (CDMPO)
Boundary Map
Burlington, Minot, Surrey, and Portions of Ward County, ND



- Burlington
- Minot
- Surrey
- Urbanized Area
- Boundary
- Metropolitan Planning Area Boundary
- Functionally Classed Roadways



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Purpose of Unified Planning Work Program

The Unified Planning Work Program (UPWP) is required to be produced annually and must be approved by the CDMPO Policy Board, the North Dakota Department of Transportation (NDDOT), and the United States Department of Transportation (USDOT) via the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

The UPWP provides a detailed description of all transportation related planning activities anticipated by the CDMPO during the calendar year. It also provides detailed work activities and budget information including local, state, and federal funding shares, to allow the state to document the requirements for planning grants distributed through the Federal Government.

Metropolitan Planning Factors

Federal planning statutes specify the scope of the planning process to be followed by the CDMPO in ten planning factors. According to federal planning statutes, the planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services that will address the following factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

CDMPO's work program elements are shown below with the corresponding Metropolitan Planning Factors each element addresses.

Table 1. Work Program Sections and Associated Planning Factors

Work Program Element	Planning Factor									
	1	2	3	4	5	6	7	8	9	10
Section 100 – Program Support and Administration										
Section 110 – Program Support	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Work Program Element	Planning Factor									
	1	2	3	4	5	6	7	8	9	10
Section 120—Planning Work Program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 130—Training and Travel	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 140—Program Expenses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 200—Long-Range Transportation Planning										
Section 210—Metropolitan Transportation Plan Development	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 220—Transit Development Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 300—Short-Range Transportation Planning										
Section 310—Transportation Planning Support and Coordination	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

2024 Accomplishments

2024 was the MPOs first full calendar year in operation. Much of the groundwork has been laid since January 1, 2024, including adoption of the 2024 UPWP, Title VI Policy, hiring an Executive Director, and consultant selection/kick-off of the 2050 Metropolitan Transportation Plan. It is anticipated that the Public Participation Plan (Section 220 of the 2024 UPWP) and approximately 33 percent of the Metropolitan Transportation Plan will be completed during the remainder of 2024.

In addition, agreements between the City of Minot and the CDMPO will be established that outline the arrangement between the two organizations, specifically related to the City as a direct subrecipient of federal funds on behalf of the CDMPO and the City of Minot employment of the Executive Director. Work on refining this relationship is ongoing and will continue through the end of 2024 and beyond.

2025 Planned Work Activities

The planned work activities through 2025 will focus on continued effort to establish a firm foundation for which to operate in years to come. A critical pillar of this effort is to adopt the CDMPO's first Metropolitan Transportation Plan, which is an areawide transportation plan that applies to all four (4) political subdivisions. The 2050 MTP kicked off in summer 2024 and must be completed no later than December 31, 2026. The CDMPO desires to have the MTP in place sooner than the end of 2026, with a target of the end of 2025. This push is reflected in the UPWP for 2025.

Other work that is still needed to be initiated or completed throughout 2025 includes:

- Completion of the 2026 UPWP
 - This effort will incorporate anticipation of 2027 activities to establish the organization's first two-year rolling UPWP.
- Complete development of the 2050 Metropolitan Transportation Plan (MTP)
- Begin work on establishing the 2026-2029 Transportation Improvement Program (TIP)
 - This work will include coordination with NDDOT and utilize the soon-to-be available eSTIP
- Begin work on the Transit Development Plan (TDP) (approximately 25% of the project will be completed in 2025, with the remainder occurring in 2026)



Section 100 – Program Support and Administration

Program Support and Administration activities include the coordination of Technical Advisory Committee (TAC) and Policy Board meetings, staff training and travel, preparing work programs, UPWP creation, adoption, and amendments thereof, website creation, and quarterly budget reports.

Section 110 – Program Support

Program Support activities keep the Policy Board and TAC informed and meeting on a regular basis. Actions include record keeping of Policy Board and TAC meetings, agendas and minutes, Title VI program work, website development, and attending MPO activity meetings, including but not limited to Planning Commission, County Commission, and City Council/Commission. This section will also include work on the creation of any new, or modifications of existing, agreements/contracts to clarify/effect the interoperability between the City of Minot and the CDMPO and obtain services to effect other Sections of this work program. In addition, this section includes financial and other state/federal reporting, paid time off and holiday pay for the Executive Director, and all other administrative functions to support the CDMPO. This activity will be complete at the end of 2025.

Section 120 – Planning Work Program

Planning Work Program activities include creation of the 2026 UPWP, which will include anticipation of 2027 activities. It will also include any associated amendments and administrative modifications to the 2025 UPWP. This activity will be complete at the end of 2025.

Section 130 – Training and Travel

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. This activity will be complete at the end of 2025.

Section 140 – Program Expenses

Program Expenses are the costs necessary to maintain the CDMPO office including but not limited to professional legal services, computer hardware, software, and maintenance/repair, office rent, telephone services, advertising for public input, engagement, and outreach, postage and shipping, materials and supplies, furnishings and equipment, copier and printer supplies, books and subscriptions, and memberships and associations.

The CDMPO will also enter into a three-year contract with the Advanced Traffic Analysis Center (ATAC) beginning January 1, 2025, which includes an annual fee. This annual fee is included in this section.

This activity will be complete at the end of 2025.



Section 200 – Long-Range Transportation Planning

The Long-Range Transportation Planning element includes activities related to plan development and necessary support data for implementation of the Metropolitan Transportation Plan (MTP) and other plans. This section also includes public outreach and environmental justice activities.

Section 210 – Metropolitan Transportation Plan Development

Because CDMPO is new, a Metropolitan Transportation Plan (MTP) does not exist. The City of Minot and Ward County have corridor studies and long-range plans, but not a full encompassing document for the Metropolitan Planning Area.

Consultant selection is complete and funds are budgeted in 2024 to initiate creation of the MTP. An MTP is required to be established no later than December 31, 2026 and the budget reflects the ongoing activities related to this effort. The CDMPO desires to have the MTP in place sooner than the end of 2026, with a target of the end of 2025. This push is reflected in the UPWP for 2025.

Metropolitan Transportation Plan Development activities project management to include consistent interaction with the consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. It also includes all other activities necessary to support facilitation of the creation of the MTP.

The costs of developing the plan will be the primary expense the MPO has over the next year.

Finally, this project will utilize the full amount of Complete Streets funding set aside for 2025 in the amount of \$7,959 toward consultant fees for this effort.

Section 220 – Transit Development Plan

The City of Minot adopted a Comprehensive System Analysis in December 2013 surrounding the City's transit services. Many of the objectives have been accomplished since adoption and the area has changed significantly in the last decade.

Transit Development Plan activities will focus on securing consultant services to accomplish approximately 25 percent of the Transit Development Plan and surround project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. It also includes all other activities necessary to support facilitation of the creation of the TDP. The remaining 75 percent will be budgeted for and accomplished in 2026.

Section 230 – CenDak Signalized Intersections Traffic Data Collection

Upper Great Plains Transportation Institute's Advanced Traffic Analysis Center (ATAC), with support from North Dakota Department of Transportation (NDDOT), recently completed a sample traffic data collection project for two (2) of the state highway intersections located within the City of Minot. Realizing the value of the data being collected with regard to future plans and studies, Central Dakota



MPO will expand the traffic data collection effort to the remaining intersections throughout the MPO area over time.

Traffic data collection will utilize technology located at existing camera-based intersections and include both traffic data collection and pedestrian count data collection. The effort will be conducted over several years, with seventeen (17) intersections being setup in 2025. The service will also include maintaining traffic data collection processes and troubleshooting on an as-needed basis for up to two (2) intersections. A final report and retraining on the use of the Traffic Analysis website interface will be included as part of this project.

It is expected that this passive data collection project will require less CDMPO labor involvement than a standard study/plan and therefore twenty (20) hours of the ED time is allocated toward this effort.

Section 300 – Short-Range Transportation Planning

Activities in this section will focus on providing input and coordination with local agencies inside the MPA. The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives.

Section 310 – Transportation Planning Support and Coordination

The Executive Director will coordinate with planning and other departments on development proposals, transit planning, and other planning-related initiatives. This activity will be complete at the end of 2025.



UPWP Funding

Total Revenue

Revenue for CDMPO comes from a combination of federal and local funds. The total federal funds allocated to the CDMPO is \$499,228. The total local funding is a 20 percent match of the federal funding which equals \$124,807. Each local political subdivision allocates match based on the latest decennial census. The local match breakdown is as follows: Burlington 2%, Surrey 2%, Ward County 27%, and Minot 69%. The dollar amounts are shown in the Table 1. CDMPO Revenue.

Table ~~12~~. CDMPO Revenues

Funding Source	Amount	Percentage of Total
2025 Authorized Federal Funds (80%)	\$ 499,228.00	80.0%
<i>ND PL</i>	<i>\$ 403,287.00</i>	<i>64.6%</i>
<i>ND CS</i>	<i>\$ 7,959.00</i>	<i>1.3%</i>
<i>FTA ND</i>	<i>\$ 87,982.00</i>	<i>14.1%</i>
Local Funds (20%)	\$ 124,807.00	20.0%
<i>Burlington Local Match (2%)</i>	<i>\$ 2,496.14</i>	<i>0.4%</i>
<i>Minot Local Match (69%)</i>	<i>\$ 86,116.83</i>	<i>13.8%</i>
<i>Surrey Local Match (2%)</i>	<i>\$ 2,496.14</i>	<i>0.4%</i>
<i>Ward County Local Match (27%)</i>	<i>\$ 33,697.89</i>	<i>5.4%</i>
Total Revenue	\$ 624,035.00	100%



Total Expenses

The expenses shown below are based on several assumptions for the 2025 budget since the CDMPO has no significant historical expense data. Many of the budget line items are modeled after the City of Minot's Engineering Department costs.

The furniture & equipment and capital infrastructure line items have several costs associated with them such as office furniture and office remodel costs. The budget line items will be refined as cost history is developed over the next few years.

Table 23. CDMPO Expenses

2025 CDMPO Expenses		
Salaries		
All	Executive Director	\$ 121,936.00
Sec. 110	Accountant	\$ 8,080.80
Sec. 110	Office Assistant	\$ 12,953.10, 732.20
Benefits		
Sec. 110	Health Insurance	\$ 22,130.03 \$ 23,401.46
Sec. 110	Life Insurance	\$ 297.99 \$ 394.60
Sec. 110	Medicare	\$ 3,183.74 \$ 3,759.76
Sec. 110	NDPERS	\$ 12,051.51 \$ 12,056.07
Sec. 110	Short Term Disability	\$ 1,142.47 \$ 1,201.25
Sec. 110	Long Term Disability	\$ 637.26 \$ 668.25
Professional Services		
Sec. 210, & 220, & 230	Consultants	\$ 403,399, 613,873.62
Sec. 130	Education & Training	\$ 800.00
Sec. 140	Professional Services - Legal	\$ 7,500.00
Sec. 140	ATAC Annual Fee	\$ 10,000.00
Sec. 140	Telephone Services and IT Maintenance and Repair Agreements	\$ 2,340.00
Sec. 140	Books, Subscriptions, Memberships, and Associations	\$ 2,300.00
Operational Expenses		
Sec. 130	Travel Costs	\$ 4,430.00
Sec. 140	Office Rent	\$ 3,100.00



2025 CDMPO Expenses		
Sec. 140	Advertising, Postage, and Shipping	\$ 6,500.00
Sec. 140	Department Materials, Copier/Printer Supplies, Furnishings, and Equipment	\$ 3,000.00
Department Total		\$ 624,035.00

CDMPO Labor Cost

The table below shows the CDMPO labor cost breakdown based on the salary and benefit totals for the Executive Director, Accountant, and Office Assistant¹.

Table 34. CDMPO Labor Costs

CDMPO Labor Cost	
Executive Director	
2025 Hours	2080
Wage per hour	\$ 58.62
Benefits per hour	\$ 15.20
Total Hourly Rate	\$ 73.82
Accountant	
2025 Hours	208
Wage per hour	\$ 38.85
Benefits per hour	\$ 12.87
Total Hourly Rate	\$ 51.72
Office Assistant	
2025 Hours	520 400
Wage per hour	\$ 26.83
Benefits per hour	\$ 24.91
Wage per hour	\$ 12.87
Benefits per hour	\$ 13.82

¹ Hourly rates are a function of the annual cost of the respective labor cost component divided by the number of hours programmed for each position. Therefore, the hourly rates shown in Table 3. are rounded to the nearest \$0.01. For example, annual wages and hours for the Executive Director are programmed at \$121,936 and 2,080 respectively. This results in an hourly rate of approximately \$58.623076923. The labor costs for each table in this report reflect the more accurate hourly wage calculation.



Total Hourly	\$ 39.70
Rate	\$ 38.73

Program Funding

Shown in the tables below are the funding allocations for each program within the UPWP. Sections and line items within each section are estimates and funds may need to be moved between sections or individual line items within each section as needed through an administrative modification or amendment.

An Administrative Modification is required for: 1) adjustments totaling no more than ten (10) percent of funding allocated within one section to another section; or 2) adjustments totaling no more than ten (10) percent of funding allocated for an individual line item within a section to another individual line item within the same section. For example, if \$1,000 was moved from Section A with a total budgeted amount of \$50,000 (2 percent of total) to Section B with a total budgeted amount of \$100,000 (1 percent of total) an administrative modification could be utilized to accommodate the adjustment.

Administrative modifications are effected by the Executive Director and the Technical Advisory Committee and Policy Board are informed thereafter of the changes. Adjustments exceeding ten (10) percent are considered amendments. Administrative modifications and amendments must follow the respective procedures as outlined in the Public Participation Plan.



Section 110- Program Support and Administration

Table 45. Section 110 Summary of Hours and Expenses

Section 110 - Program Support and Administration	Hours	Total Cost
Total Hours - Executive Director, Accountant, and Office Assistant	<u>1,472</u> 1,488	<u>\$90,421.84</u> \$ 87,003.74
Total Expenses		\$- \$ -
Section 110 - Program Support and Administration Total	<u>1,472</u> 1,488	<u>\$90,421.84</u> \$ 87,003.74

Table 56. Section 110 Detail of Hours and Expenses

	Section 110 - Program Support and Administration	Hours	Total Cost
	Activities		



Program Support	Preparation and attendance of TAC/PB meetings, attendance of CDMPO meetings throughout the state, grant writing, website development, administrative policy development, member jurisdiction coordination and presentations, financial and other state/federal reporting, Paid Time Off (PTO) and Holiday Pay, and other administrative functions to support the CDMPO.		
	Hours		
	Executive Director - All Activities	<u>864</u> 760	<u>\$63,783.92</u> \$ 56,106.23
	Accountant - Preparation and attendance of TAC/PB meetings, financial and other state/federal reporting	208	\$-10,757.92
	Office Assistant - Preparation and attendance of TAC/PB meetings, website development, financial and other state/federal reporting, other administrative functions to support the CDMPO	<u>400</u> 520	<u>\$15,880.00</u> \$ 20,139.60
	Total Hours	<u>1,472</u> 1,488	<u>\$90,421.84</u> \$ 87,003.74
	Expenses		
	N/a		\$ -

Table 67. Section 110 Cost Share Breakdown

Section 110 - Funding Allocation			
Entity	Local	Federal	Total
Federal	-	<u>\$72,337.47</u> \$-69,603.00	-
Burlington	<u>\$361.69</u> \$-348.01	-	-
Surrey	<u>\$361.69</u> \$-348.01	-	-
Minot	<u>\$12,478.21</u> \$12,006.52	-	-
Ward County	<u>\$4,882.78</u> \$-4,698.20	-	-
Other	-	-	-
Total	<u>\$18,084.37</u> \$17,400.75	<u>\$72,337.47</u> \$-69,603.00	<u>\$90,421.84</u> \$87,003.74

Section 120- Planning Work Program



Table 78. Section 120 Summary of Hours and Expenses

Section 120 - Planning Work Program		Hours	Total Cost
Total Hours - Executive Director		<u>260</u> <u>320</u>	<u>\$19,194.24</u> \$ 23,623.67
Total Expenses			\$ -
Section 120 - Planning Work Program		<u>260</u> <u>320</u>	<u>\$19,194.24</u> \$ 23,623.67

Table 89. Section 120 Detail of Hours and Expenses

Section 120 - Planning Work Program		Hours	Total Cost
Planning Work Program	Activities		
	Prepare UPWP, administrative modifications, and amendments		
	Hours		
	Executive Director - All Activities	<u>260</u> <u>320</u>	<u>\$19,194.24</u> \$ 23,623.67
	Total Hours	<u>260</u> <u>320</u>	<u>\$19,194.24</u> \$ 23,623.67
	Expenses		
	N/a		\$ -

Table 94. Section 120 Cost Share Breakdown

Section 120 - Planning Work Program			
Entity	Local	Federal	Total
Federal	-	<u>\$15,355.39</u> \$ 18,898.94	-
Burlington	<u>\$76.78</u> \$ 94.49	-	-
Surrey	<u>\$76.78</u> \$ 94.49	-	-
Minot	<u>\$2,648.80</u> \$ 3,260.07	-	-
Ward County	<u>\$1,036.49</u> \$ 1,275.68	-	-
Other	-	-	-
Total	<u>\$3,838.85</u> \$ 4,724.73	<u>\$15,355.39</u> \$ 18,898.94	<u>\$19,194.24</u> \$ 23,623.67



Section 130- Training and Travel

Table 1014. Section 130 Summary of Hours and Expenses

Section 130 - Training and Travel	Hours	Total Cost
Total Hours - Executive Director	120	\$ 8,858.88
Total Expenses		\$ 5,230.00
Section 130 - Training and Travel	120	\$ 14,088.88

Table 1142. Section 130 Detail of Hours and Expenses

	Section 130 - Training and Travel	Hours	Total Cost
	Activities		
Training and Travel	Trainings, conferences, and other professional development activities		
	Hours		
	Executive Director - All Activities	120	\$ 8,858.88
	Total Hours	120	\$ 8,858.88
	Expenses		
	Training		\$ 800.00
	Travel		\$ 4,430.00
	Total Expense		\$ 5,230.00

Table 1243. Section 130 Cost Share Breakdown

Section 130 - Training and Travel			
Entity	Local	Federal	Total
Federal		\$ 11,271.10	
Burlington	\$ 56.36		
Surrey	\$ 56.36		
Minot	\$ 1,944.27		
Ward County	\$ 760.80		
Other			
Total	\$ 2,817.78	\$ 11,271.10	\$ 14,088.88



Section 140- Program Expenses

Table 1314. Section 140 Summary of Hours and Expenses

Section 140 - Program Expenses	Hours	Total Cost
Total Hours	0	\$ -
Total Expenses		\$ 34,740.00
Section 140 - Program Expenses	0	\$ 34,740.00

Table 1415. Section 140 Detail of Hours and Expenses

	Section 140 - Program Expenses	Hours	Total Cost
	Activities		
	N/a		
	Hours		
	N/a		\$ -
	Expenses		
	Professional Services - Legal		\$ 7,500.00
	Office Rent		\$ 3,100.00
	Advertising, Postage, and Shipping		\$ 6,500.00
	Department Materials, Copier/Printer Supplies, Furnishings, and Equipment		\$ 3,000.00
	Telephone Services and IT Maintenance and Repair Agreements		\$ 2,340.00
	Books, Subscriptions, Memberships, and Associations		\$ 2,300.00
	ATAC Annual Fee		\$ 10,000.00
	Total Expense		\$ 34,740.00

Table 1516. Section 140 Cost Share Breakdown

Section 140 - Program Expenses			
Entity	Local	Federal	Total
Federal		\$ 27,792.00	
Burlington	\$ 138.96		
Surrey	\$ 138.96		
Minot	\$ 4,794.12		
Ward County	\$ 1,875.96		
Other			
Total	\$ 6,948.00	\$ 27,792.00	\$ 34,740.00



Section 210- Metropolitan Transportation Plan Development

Table ~~1617~~. Section 210 Summary of Hours and Expenses

Section 210 - Metropolitan Transportation Plan (MTP)	Hours	Total Cost
Total Hours - Executive Director	<u>416520</u>	\$30,710.78 <u>38,388.47</u>
Total Expenses	-	\$270,061.67 <u>345,000.00</u>
Section 210 - Metropolitan Transportation Plan Development	<u>416520</u>	\$300,772.45 <u>383,388.47</u>

Table ~~1718~~. Section 210 Detail of Hours and Expenses

	Section 210 - Metropolitan Transportation Plan (MTP)	Hours	Total Cost
	Activities		
MTP Development	Project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. Includes all other activities necessary to support facilitation of the creation of the MTP.		
	Hours		
	Executive Director - All Activities	<u>416520</u>	\$30,710.78 <u>38,388.47</u>
	Total Hours	<u>416520</u>	\$30,710.78 <u>38,388.47</u>
	Expenses		
	MTP Consultant Contract	-	\$262,102.67 <u>\$ 337,041.00</u>
	Complete Streets	-	\$7,959.00 <u>7,959.00</u>
	Total Expenses	-	\$270,061.67 <u>\$ 345,000.00</u>

Table ~~1819~~. Section 210 Cost Share Breakdown

Section 210 - Metropolitan Transportation Plan Development			
Entity	Local	Federal	Total
Federal	-	\$240,617.96 <u>\$ 306,710.78</u>	-
Burlington	\$1,203.09 <u>1,533.55</u>	-	-



Surrey	\$1,203.09 1,533.55	-	-
Minot	\$41,506.60 52,907.61	-	-
Ward County	\$16,241.71 20,702.98	-	-
Other	-	-	-
Total	\$60,154.49 76,677.69	\$240,617.96 \$ 306,710.78	\$300,772.45 383,388.47

Section 220 – Transit Development Plan

Table ~~1920~~. Section 220 Summary of Hours and Expenses

Section 220 - Transit Development Plan	Hours	Total Cost
Total Hours - Executive Director	300 260	\$22,147.19 19,194.24
Total Expenses	-	\$94,428.53 54,613.60
Section 220 – Transit Development Plan	300 260	\$116,575.72 \$ 73,807.84

Table ~~2024~~. Section 220 Detail of Hours and Expenses

	Section 220 Transit Development Plan (TDP)	Hours	Total Cost
	Activities		
Transit Development Plan	Project management to include consistent interaction with consultant, data sharing, scheduling and coordination, budgeting, and attendance at project meetings with TAC, PB, the public, and member-jurisdictions. Includes all other activities necessary to support facilitation of the creation of the TDP.		
	Hours		
	Executive Director - All Activities	300 260	\$22,147.19 19,194.24
	Total Hours	300 260	\$22,147.19 19,194.24
	Expenses		
	TDP Consultant Contract	-	\$94,428.53 54,613.60
	Total Expenses	-	\$94,428.53 54,613.60

Table 2122. Section 220 Cost Share Breakdown

Section 220 – Transit Development Plan			
Entity	Local	Federal	Total
Federal	-	<u>\$93,260.58</u> -\$59,046.27	-
Burlington	<u>\$466.30</u> -\$295.23	-	-
Surrey	<u>\$466.30</u> -\$295.23	-	-
Minot	<u>\$16,087.45</u> -\$10,185.48	-	-
Ward County	<u>\$6,295.09</u> -\$3,985.62	-	-
Other	-	-	-
Total	<u>\$23,315.14</u> -\$14,761.57	<u>\$93,260.58</u> -\$59,046.27	<u>\$116,575.72</u> -\$73,807.84

Section 230 – CenDak Signalized Intersections Traffic Data Collection

Table 22. Section 230 Summary of Hours and Expenses

Section 230 – CenDak Signalized Intersections Traffic Data Collection	Hours	Total Cost
<u>Total Hours - Executive Director</u>	<u>20</u>	<u>\$1,476.48</u>
<u>Total Expenses</u>		<u>\$39,383.00</u>
Section 220 – Transit Development Plan	20	\$40,859.48

Table 23. Section 230 Detail of Hours and Expenses

-	Section 230 CenDak Signalized Intersections Traffic Data Collection	Hours	Total Cost
-	<u>Activities</u>	-	
Signalized Intersections Traffic Data Collection	<u>Project management to include occasional coordination and interaction with ATAC and City of Minot staff. Includes all administrative activities to support completion of the project.</u>	-	
	<u>Hours</u>		
	<u>Executive Director - All Activities</u>	<u>20</u>	<u>\$1,476.48</u>
	<u>Total Hours</u>	<u>20</u>	<u>\$1,476.48</u>
	<u>Expenses</u>		



	<u>TDP Consultant Contract</u>		<u>\$39,383.00</u>
	<u>Total Expenses</u>		<u>\$39,383.00</u>

Table 24. Section 230 Cost Share Breakdown

<u>Section 230 - Signalized Intersections Traffic Data Collection</u>			
<u>Entity</u>	<u>Local</u>	<u>Federal</u>	<u>Total</u>
<u>Federal</u>		<u>\$32,687.58</u>	
<u>Burlington</u>	<u>\$163.44</u>		
<u>Surrey</u>	<u>\$163.44</u>		
<u>Minot</u>	<u>\$5,638.61</u>		
<u>Ward County</u>	<u>\$2,206.41</u>		
<u>Other</u>			
<u>Total</u>	<u>\$8,171.90</u>	<u>\$32,687.58</u>	<u>\$40,859.48</u>

Section 310- Transportation Planning Support and Coordination

Table 2523. Section 310 Summary of Hours and Expenses

Section 310 - Transportation Planning Support and Coordination	Hours	Total Cost
Total Hours - Executive Director	100	\$ 7,382.40
Total Expenses		\$ -
Section 310 - Transportation Planning Support and Coordination	100	\$ 7,382.40

Table 2624. Section 310 Detail of Hours and Expenses

	Section 310 - Transportation Planning Support and Coordination	Hours	Total Cost
	Activities		
Transportation Planning Support and Coordination	Coordination with planning and other departments on development proposals, transit planning, and other planning-related initiatives.		
	Hours		
	Executive Director - All Activities	100	\$ 7,382.40
	Total Hours	100	\$ 7,382.40
	Expenses		
	N/A		

Table ~~2725~~. Section 310 Cost Share Breakdown

Section 310 - Transportation Planning Support and Coordination			
Entity	Local	Federal	Total
Federal		\$ 5,905.92	
Burlington	\$ 29.53		
Surrey	\$ 29.53		
Minot	\$ 1,018.77		
Ward County	\$ 398.65		
Other			
Total	\$ 1,476.48	\$ 5,905.92	\$ 7,382.40

Program Funding Summary

The tables below show a total summary of all program hours and expenses.

Table ~~2826~~. Total Program Hours and Expenses

Total Program Hours and Expenses	Hours	Total Cost
Total Hours - Executive Director, Accountant, and Office Assistant	<u>2,688</u> 2,808	<u>\$180,191.80</u> \$ 184,451.40
Total Expenses	-	<u>\$443,843.20</u> \$ 439,583.60
Total Program Hours and Expenses	<u>2,688</u> 2,808	<u>\$624,035.00</u> \$ 624,035.00

Table ~~2927~~. Total Program Cost Share

Total Program Cost Share	Total Cost
Total Local Cost	\$ 124,807.00
Total Federal Cost	\$ 499,228.00
Total Program Hours and Expenses	\$ 624,035.00

Table ~~3028~~. Total Program Local Share

Total Program Local Share	Total Cost
Burlington	\$ 2,496.14
Surrey	\$ 2,496.14
Minot	\$ 86,116.83
Ward County	\$ 33,697.89
Total Program Hours and Expenses	\$ 124,807.00

Adoption

The Central Dakota Metropolitan Planning Organization has adopted the 2025 Unified Planning Work Program on _____, _____, _____.

~~John Fjeldahl, Chair~~ Policy Board Chair

 Date



Appendix 1 – 3C Agreement



Transit Development Plan Considerations



Overview

What is a Transit Development Plan (TDP)?

1

TDP Preliminary Timeline

2

Optional Components of TDPs

3

Discussion

4

Next Steps

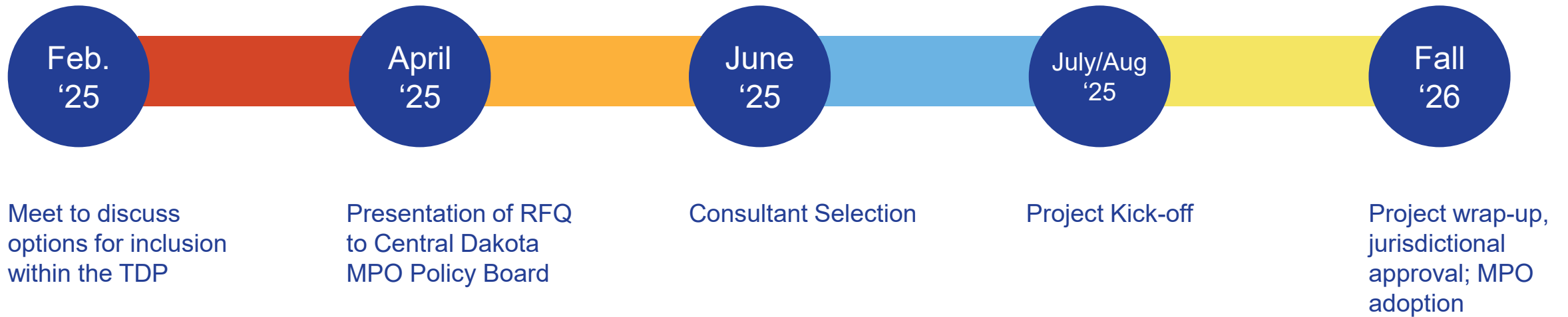
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What is a Transit Development Plan (TDP)?

- *A "transit development plan" (TDP) is a strategic document that outlines a public transit agency's vision for improving its services over a set period, including **identifying transit needs, prioritizing improvements, and detailing the necessary funding and implementation plans to achieve those goals** within a specific area or community; essentially acting as a roadmap for future transit development.*



TDP Preliminary Timeline

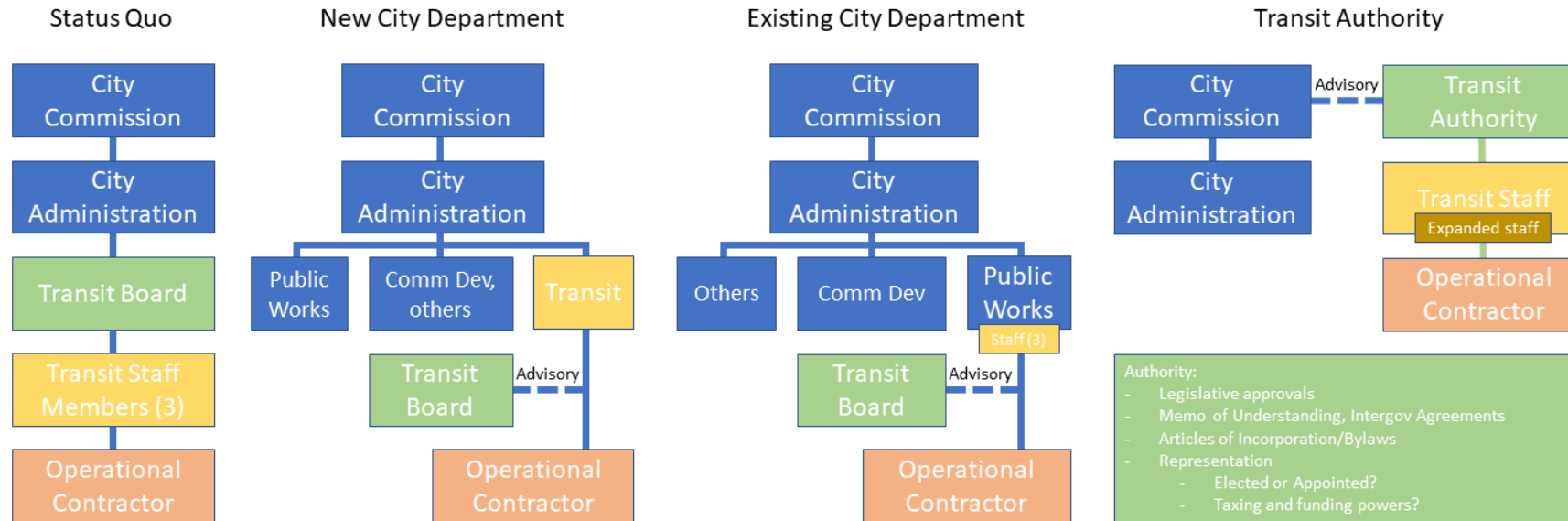


Optional Components of TDPs

- Governance Study
 - (Bis-Man)
- Financial Analysis
 - Financial Analysis (Bis-Man)
 - Proposed Funding Transition (Gwinnett County, GA)
- Existing Service Review
 - Existing Service Review (Bis-Man)
 - Updated Service Recommendations (rerouting) (Rapid City Area MPO)
 - Gap Analysis (Gwinnett County, GA)
 - Service Design Principals and Process (route overhaul) (MATBUS)
- Peer Performance Analysis
 - (Rapid City Area MPO)
 - (Eau Claire Transit)
- Policy Guidance
 - (Rapid City Area MPO)
 - (Eau Claire Transit)



1) Governance Study



Source: Bis-Man Transit TDP

Explores different structures of governance.

May be helpful to identify a long-term structure for the organization to ensure operational sustainability given the transition from rural to urban.



2) Financial Analysis

Table 4. Service Alternatives to Decrease Operating Expenses

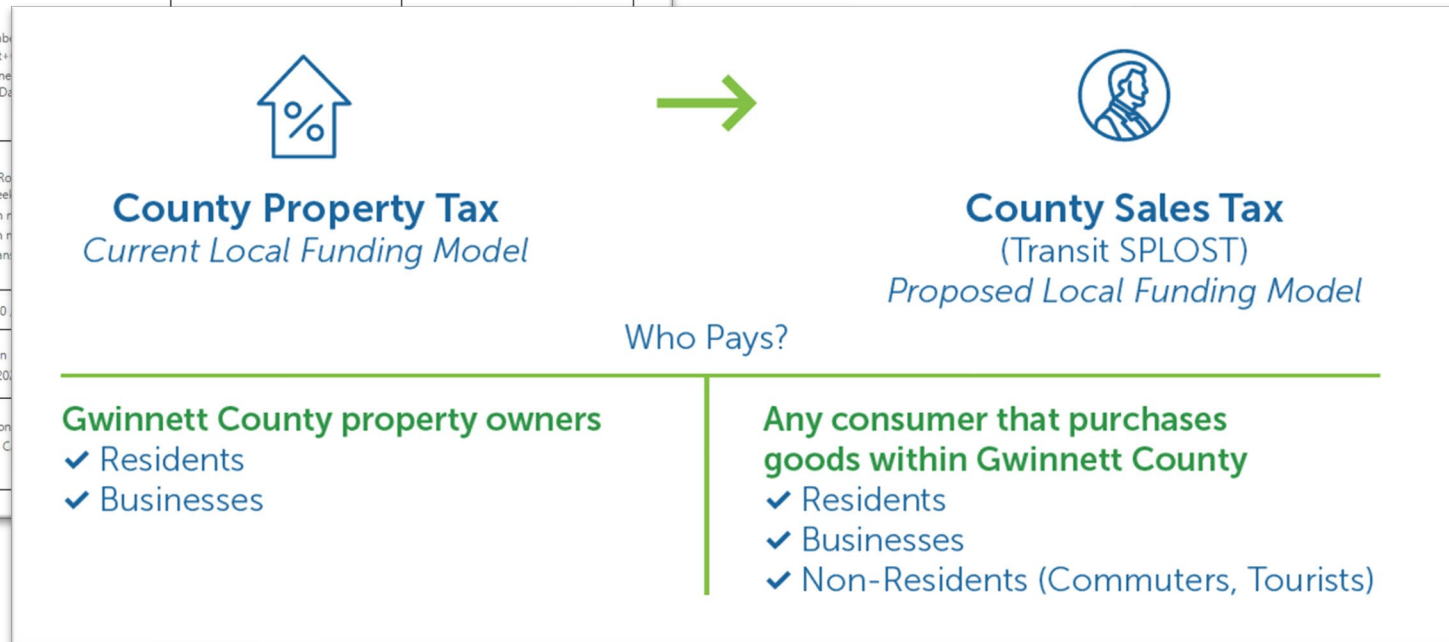
	Current (Fixed Route / Paratransit / Non-ADA Demand Response)	Fixed Route / Paratransit Only	Convert to Demand Response			Elderly and Disabled Only (Operate 14 Paratransit Vehicles and Current Paratransit Hours)
			Operate 20 Vehicles for Current Paratransit Hours	Operate 20 Vehicles for Current Fixed Route Hours	Operate 14 Vehicles for Current Fixed Route Hours and Days	
Change Relative to Current Service	Retain Current 6 Fixed Routes and Retain Current Paratransit/Non-ADA Service Levels	(7 AM to 7 PM Weekdays) (8 AM to 7 PM Saturdays) (No Sunday Service) (No Holiday Service)	Same number of Vehicles as Current (14 Paratransit + 6 Fixed Route) All Riders need to Reserve Their Trip at least One Day In Advance Reservations are First Come, First Served	Same number of Vehicles as Current (14 Paratransit + 6 Fixed Route) All Riders need to Reserve Their Trip at least One Day In Advance Reservations are First Come, First Served		
Current Rider Impacts (Number of Daily Riders Impacted Reflects Average Daily First Half of 2023 Boarding Data)	No change - 303 daily FR and 258 Para Riders Accommodated	35 riders Weekdays/Saturday 41 rides on Sunday 51 rides on Holidays Move Trip Time / Do Not Make Trip	95 Fixed Route / Paratransit Riders not Served (Daily)	140 Fixed Route Riders not Served 41 rides on n 51 rides on n No Paratransit		
Eligible Federal Grants	5307 / 5310 / 5339	5307 / 5310 / 5339	5307 / 5310 / 5339	5307 / 5310 / 5339		
Annual Operating/Capital Cost	\$7.1 Million (Average 2023-2029)	\$6.7 Million (Average 2023-2029)	\$7.4 Million (Average 2023-2029)	\$6.6 Million (Average 2023-2029)		
Funding Gap (Average 2023 through 2029)	\$1.52 Million Operating Cash Account Depleted in 2026	\$1.15 Million Operating Cash Account Depleted in 2026	\$1.60 Million Operating Cash Account Depleted in 2026	\$1.05 Million Operating Cash Account Depleted in 2026/27		

Source: CDE analysis of Bis-Man Transit data

Source: Bis-Man Transit TDP

Explores funding impacts due to system changes.

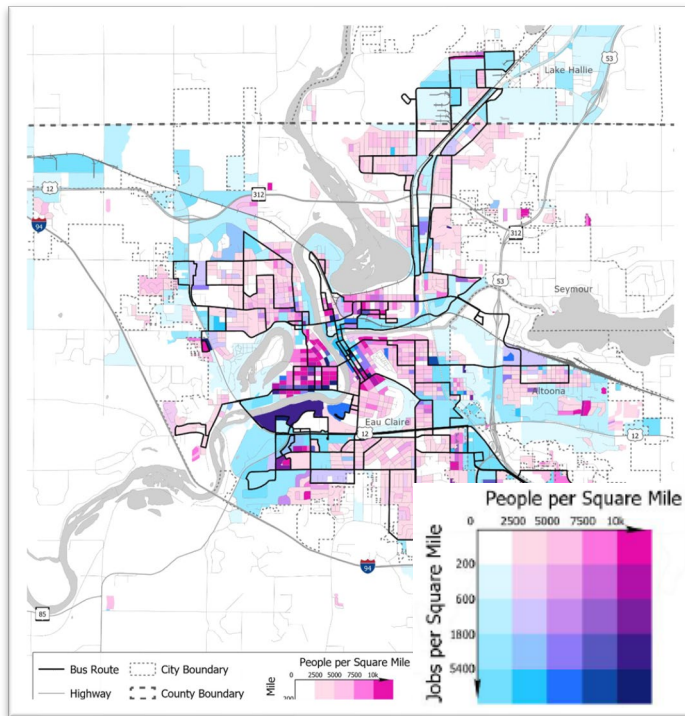
Given concerns about costs, the TDP could explore potential cost share with school district, alternative funding sources, alternative capital investments, or reduced service provisions to ensure long-term viability of operations.



Source: Gwinnett County, GA

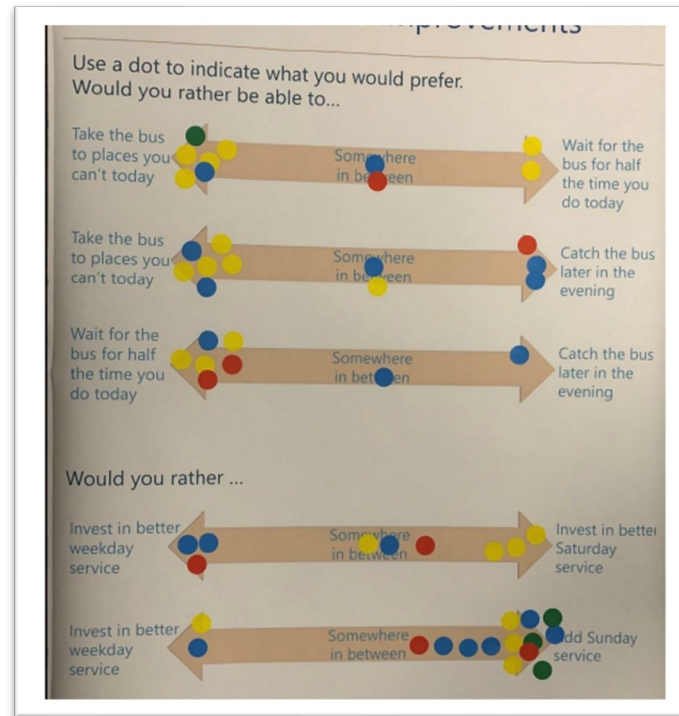
3) Existing Services Review

Households/Jobs Density



Source: Eau Claire Transit

Tradeoff Exercises



Source: MATBUS (Fargo Area)

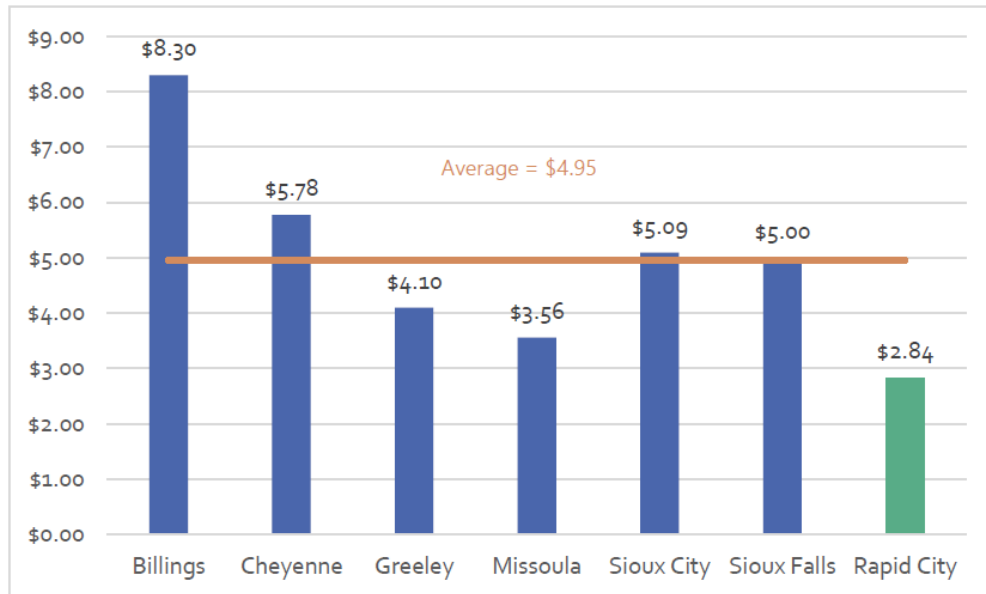
Data Driven Decision Making

- **Routing Analysis**
 - Routes should be based on industry standard of three households per acre/four jobs per acre analysis. Priority should be given to higher densities, with other considerations/prioritization given to low income populations and those with zero vehicle households.
- **Consider user/non-user survey**
 - Users of transit - cull information about their experience
 - Non-users - cull information about barriers to using the system



4) Peer Performance Analysis

Figure 45: Subsidy per Passenger Trip, 2019 Peers



Source: National Transit Database

Source: Rapid City Area MPO

Table 9: 2017 Operating Statistics – National Peer Group

System Name	City, State	Revenue Hours	Passenger Trips	Operating Expenses	Passenger Revenues	Service Area Population
MET Transit	Billings, MT	34,925	455,583	\$3,497,440	\$360,464	109,869
The Jule	Dubuque, IA	34,814	455,959	\$2,194,916	\$224,941	60,140
Pueblo Transit System	Pueblo, CO	38,540	819,660	\$3,747,123	\$666,808	108,249
Transpo	South Bend, IN	94,069	1,576,792	\$8,193,612	\$1,206,516	154,346
Metro Bus	St. Cloud, MN	97,698	1,754,333	\$7,562,188	\$1,076,494	103,018
Terre Haute Transit Utility	Terre Haute, IN	32,108	259,015	\$2,029,210	\$130,589	59,614
Topeka MTA	Topeka, KS	60,116	1,197,319	\$5,866,545	\$960,567	127,473
MET Transit	Waterloo, IA	36,145	429,234	\$3,656,854	\$334,987	108,519
ECT	Eau Claire	48,127	865,260	\$4,261,637	\$803,452	75,828
Average		52,949	868,128	\$4,556,614	\$640,535	100,784
ECT as Percent of Average		91%	100%	94%	125%	75%

Source: National Transit Database, 2017.

Source: Eau Claire Transit

Helps to compare similarly sized transit systems to determine relative performance in a variety of areas.

May help identify inefficiencies or operational abnormalities to eliminate from practice to reduce cost or improve service or both.

5) Policy Guidance

Refers to plans/policies and other guiding documentation that helps to inform the direction of the TDP

- May be lowest on the priority list. Given changes in policy direction of decision-makers coupled with transition from rural to urban, existing policies may have little influence on how to move forward with changes to transit.
- Exception – 2050 Metropolitan Transportation Plan (MTP Currently Underway) – Takes into consideration transition from rural to urban and contains relevant/updated transportation data, community engagement, and policies within the urban framework.

Policy Guidance

Transit service in the Rapid City area is informed by preceding policies and plans created by the City and RCAMPO. Table 4 lists plans that are relevant to this TDP update.

Table 4: Guiding Plans that Inform the Transit Development Plan

Policy Document	Description	Themes & Connection to Transit
2009-2013 TDP	This plan describes the RTS system, its history, and national trends affecting transit; analyzes the system's performance and compares it to similar transit systems; addresses stakeholder input; and outlines recommendations to improve system performance within its budgetary and other constraints.	The plan provides useful history on previous conditions at RTS. The principles embedded in its recommendations are consistent with good transit planning practices, and it shows thematic continuity from one TDP to the next.
2018 Transit Feasibility Study	This study explored possible improvements to transit service on a regional level, based on the needs of communities in two counties and a peer comparison with other regional transit systems.	The study identifies challenges using transit that include limited hours/locations and affordability. It identifies opportunities for carpooling, vanpooling, subsidized voucher programs, group trips, lifeline services, expanded demand-response service, and commuter express bus routes. As of the end of 2021, these opportunities had not been pursued, largely because they rely on partners, such as Pennington and Meade counties, uninterested in providing transit.
Coordinated Public Transit Human Services Plan (2019)	This plan identified gaps in service for human services clients, including seniors, people with disabilities, and low-income people. A survey asked Rapid City residents about their travel behavior. Stakeholder organizations were also surveyed.	About 15 percent of survey respondents relied on transit or taxi service to get around, and about 30 percent used these services occasionally. Challenges included coverage limitations, limited hours, low frequency, late shifts, childcare pickup, social trips, and afterschool activities or evening classes. Other challenges included stop spacing, affordability, and cold weather. Expanding to new destinations was popular among survey respondents and the desired locations included doctors' offices, supermarkets, and schools. More than half of stakeholder organizations provide transportation, but the resources to do so are perceived as very limited. The plan makes 20 distinct recommendations. Those relevant to RTS include adding regular fixed routes to hubs in need of service; analyzing stop safety and accessibility; systematically adding service early mornings and evenings; adding service to high-need areas on Sundays; adding demand-response service to underserved communities; working with the city and developers early to plan for transit in new communities; and examining the use of low-income reduced fares. The bus stop analysis is currently underway.



Discussion

Next Steps





Central Dakota Transit Development Plan

Request for Proposals
for
Transportation Planning Services

April 2025



**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

The Central Dakota Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

Central Dakota Transit Development Plan

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of \$200,000, with \$94,428.53 (~47%) budgeted to be completed in 2025 and \$105,571.47 (~53%) budgeted to be completed in 2026. .

Interested firms should contact John Van Dyke, Central Dakota MPO, PO Box 5006, Minot, ND 58702-5006. Contact can also be done via phone 701-420-4524, or by email: john.vandyke@centraldakotampo.org

All proposals received by April 28, 2025, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed fifty (50) pages (twenty-five (25) double-sided pages, if printed) including any supporting material, charts, or tables, except for the required inclusions provided in the RFP. Electronic proposals are preferred in doc or pdf format; however, they must be easily reproducible by MPO in black-and-white. Seven (7) printed copies should be provided and the MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal and are encouraged to use materials that are easily recycled. A sealed cost proposal must still be provided in hard copy by the noted due date. Submittals must be received no later than **April 28, at noon (central time)**. Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

John Van Dyke
Executive Director
Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006
john.vandyke@centraldakotampo.org
Office: 701-420-4524
Cell: 701-721-9626

Once submitted, the quotes become the property of MPO.



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Appendix A

Attachments to be Filled Out

Appendix B

Cost Proposal

Appendix C



REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES

I. PURPOSE OF REQUEST

The MPO requests proposals from qualified consultants for the following project:

Central Dakota Transit Development Plan

The purpose of this Request for Proposals (RFP) is to provide an interested consulting firm with enough information about the professional services desired by the MPO.

A selection committee will rank submittals from responding consultants. Upon completion of the rankings, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposals of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any and all submittals.

II. GENERAL INSTRUCTIONS

A. Proposal Questions and/or Comments

Any questions or comments pertaining to the proposal and corresponding process for submission should be directed to the individual identified below:

John Van Dyke
Executive Director
Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006
Office Phone: 701-420-4524
Direct Phone: 701-721-9626
Email: john.vandyke@centrالدakotampo.org

B. Proposal Submission Address

Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006



C. Proposal Submission Identification

Proposal for:
Central Dakota Transit Development Plan
Firm's Name
Central Dakota MPO

D. Deadline and Method of Submission

All proposals must be received by noon (central time) April 28, 2025, at which time the proposals will be opened for review. Cost proposals will remain sealed in a secure place until proposal ranking is complete and contract negotiations begin. An electronic copy and seven (7) copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

E. Selection Committee

The technical proposals will be reviewed by the Selection Committee, which may include individuals from local municipalities and multi-jurisdictional bodies as follows:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division
- MPO
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official
- FTA Region 8
- FHWA North Dakota
- NDDOT

Once the written proposals are received, if there are five or more proposals the Selection Committee will rank the proposals to interview the top three (3). A 40-minute interview will be scheduled for either May 8 or May 9, 2025 with the firms that submit the top three ranked proposals, if four proposals are received then all will get an interview. This 40-minute interview will provide an opportunity for the selection committee members to ask questions of the submitting firms and get clarification on any information in the proposals that may not be clear. Firms chosen for interviews will be expected to make presentations and should prepare one. The interviews may be conducted via online service. Firms may be asked to verbally expand upon points in their written proposal and should be prepared to do so.

Please note, it is never acceptable for interested consultants to reach out to potential selection committee members to discuss the RFP. Please direct all questions to the contact identified in Section II. A. Proposal Questions and/or Comments.



F. Respondent Qualifications

Respondents must submit evidence that they have relevant experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he/she has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded to any respondent who is in arrears to MPO or its representative governments, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the local partners; or who is deemed to be irresponsible or unreliable by the local representatives.

G. Disadvantaged Business Enterprise

In the performance of this agreement, the contractor shall cooperate with MPO in meeting DOTs goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that such business enterprises shall have maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. The contractor shall not discriminate based on race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

H. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies. No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the



approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

I. Records, Access, and Audits

The consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The consultant shall provide free access to the representatives of MPO, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts there from as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of the final payment under this contract.

J. Conflicts of Interest

No official or employee of the MPO, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the MPO, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the MPO, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the MPO, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of the MPO, the NDDOT, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

K. Subcontracting

The contractor may, with prior approval from the MPO, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subconsultant request forms, as provided in Appendix A, must be filed with the MPO.

L. Assignments

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the MPO.



M. Procurement- Property Management

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995, Property Management Standards, which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

N. Termination

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the MPO terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the MPO, and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursements of funds and requiring the return of all or part of any funds that have already been disbursed.

O. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

P. Energy Efficiency

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

Q. Disabled

The contractor shall ensure that no qualified disabled individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

R. EPA Clean Act and Clean Water Acts

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

S. Successors in Interest

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.



T. Waivers

The failure of the MPO or its local state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the MPO or its state/federal grantors of that or any other provision.

U. Notice

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

V. Hold Harmless

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and members, and the State of North Dakota and the NDDOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the MPO or the NDDOT, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the MPO.

W. Compliance with State and Federal Regulations

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable state and federal laws, regulations, and procedures. Moreover, the contractor affirms its compliance with the required state and federal contract provisions as provided in Appendices C and D.



III. PRELIMINARY PROJECT SCHEDULE

A. Consultant Selection

Advertise RFP to Qualified Firms	April 5-26, 2024
Receive Proposals	Noon on April 28, 2025
Review Proposals	April 28 – May 2, 2025
Select Interview Finalists & Notify	May 2, 2025
Interview the Finalists	May 8-9, 2025
Notify the Finalist	May 12, 2025
Contract Negotiations Completed	May 12 – May 20, 2025
MPO Policy Board Approval	May 22, 2025

B. Project Development

Notice to Proceed	June 16, 2025
Actionable Data/Information Deliverable	April 6, 2026
Full Preliminary Draft	June 2, 2026
Full Final Draft	July 7, 2026
Presentation of Final Draft to Minot City Council	July 20, 2026
Presentation of Final Draft to Surrey City Council	July 20 – August 11, 2026
Presentation of Final Draft to TAC	August 11, 2026
Presentation of Final Draft to Policy Board	August 27, 2026
Anticipated Project Completion	September 4, 2026



IV. RFP EVALUATION CRITERIA & PROCESS

The Committee will determine which firm would best provide the services requested by the RFP. When choosing a consulting firm, the MPO will have a two (2) step process. The proposal evaluation will evaluate the proposal that the firm sends the MPO. The interview evaluation will be based on the interview with the firm. The MPO in close coordination with members of the Selection Committee will evaluate the proposals based on, but not limited to, the following criteria and their weights:

A. Proposal Evaluation Criteria and Weight

1. Demonstrates understanding of the scope of work and local factors. Shows how firm proposes to approach, resolve challenges, and encourage new ideas that improve the end project. **(Weight 25%)**
2. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. **(Weight 25%)**
3. Demonstrates the firm's designated team members' history of timely performance, quality, and integrity, as evidenced by a list of client references. Demonstrates the firm's approach to managing resources and project output. **(Weight 15%)**
4. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. Project team should indicate other significant projects being worked on, the percent of involvement, and probable completion date of the individual's work on the project. **(Weight 25%)**
5. Provide a time schedule for completion of each task and the entire project, with appropriate time for review. Demonstrate the project team has the resources necessary to complete the project. **(Weight 10%)**

B. Interview Evaluation Criteria and Weight

1. Observations on existing conditions and key project information. **(Weight 20%)**
2. Identification of key issues or problems that will need to be considered and any initial thoughts on how to resolve issues or problems. **(Weight 25%)**
3. Innovative approaches and concepts. **(Weight 25%)**
4. Experience and capabilities in development of similar studies of both key personnel and the project team. **(Weight 20%)**
5. Quality of interview. Comment on specific reasons why the firm should be selected for the project. **(Weight 10%)**

Each proposal will be evaluated on the above criteria by the Selection Committee. The interview and proposal scores will be combined to have a final score. The firm with the best final score will be contacted for contract negotiations. The qualifying firm chosen by the Selection Committee will enter a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.

The MPO is an Equal Opportunity Employer.



V. TERMS AND CONDITIONS

A. Rejection of Quotes and Selection of Next Most Qualified Firm

The MPO reserves the right to reject any or all quotes, 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.

B. Requests for Clarification/Additional Information

The MPO reserves the right to request clarification of information submitted and to request additional information about one or more applicants.

C. Right to Withdraw Proposals

Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days (about 3 months), to provide to the MPO the services set forth in the attached specifications, or until one or more of the quotes have been approved by the MPO Policy Board.

D. Termination of Contract

If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the MPO 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.

E. MPO-approved Contract Required

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

F. No Assignment Without Prior Consent

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.



VI. PROPOSAL FORMAT AND CONTENT

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects within the last 5 years and key staff assigned to them.
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (in a separate envelope)

Detailed requirements and directions for preparation of each section are outlined below.

A. Introduction and Executive Summary

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number and email address.
2. Year established (including former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Project manager's name, mailing address, and telephone number, if different from item 1. Project manager's experience.

In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.

B. Administrative Questions

Provide the following information concerning your firm:

1. The name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
2. Workload and manpower summaries to define respondent's ability to meet project timeline.

C. Summary of Proposed Technical Process

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document a clear understanding of the RFPs entire scope of work and project intent (see VII of RFP) for the background and scope of work, including project management, public engagement, existing service review, fixed route service planning, financial analysis, governance study, policy guidance, and peer performance review. Include all aspects of technical analysis,



projections, advanced technology and software, and public participation processes. Address any unique situations that may affect the timely, satisfactory completion of this project.

D. Project Staff Information

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. Please provide staff information breakdown of estimated staff hours by each staff class per task. It is critical that contractors commit to levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the MPO.

E. Similar Project Experience

Describe similar types of studies/construction projects completed or currently under contract.

F. References

Provide References of three clients for whom similar work has been completed.

G. DBE/MBE Participation

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the NDDOT as a DBE/MBE shall be included in 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 by either the NDDOT shall be included. The percentage of the total proposed cost to be completed by the DBE shall be shown.

H. Cost Quotes/Negotiations

1. Cost Quotes

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposals and secured unopened until the technical evaluation process is completed. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B. Attached to the Cost Proposal, the Certification of Indirect Rate Form also provided in Appendix B should be filled out.



2. Contract Negotiations

The MPO will negotiate a price for the project after the Selection Committee completes its final ranking of the consultants. Negotiation will begin with the most qualified consultant, based on the opening of their sealed cost proposal. If the MPO is unable to negotiate a fair and reasonable contract for services with the highest-ranking firm, negotiations will be formally terminated, and will begin with the next most qualified firm. This process will continue until a satisfactory contract has been negotiated.

The MPO reserves the right to reject any, or all, submittals.

VII. BACKGROUND AND SCOPE OF WORK

A. Background

Minot City Transit is the transit provider for the MPO region. Minot City Transit maintains eight (8) fixed routes and is actively working to contract paratransit services, which are presently provided by Souris Basin Transportation.

The Central Dakota MPO, in conjunction with Minot City Transit, seeks to establish a Transit Development Plan to evaluate fixed route, paratransit, and demand response services throughout the MPO region. A similar plan was adopted in 2013 and links to the plan documents are provided here:

[Executive Summary](#)

[Volume 1 – Existing Conditions](#)

[Volume 2 – Service Plan](#)

As a product of the 2020 Decennial Census, Minot City Transit is transitioning from rural to urban funding formulae. There are substantial differences in federal funding availability and corresponding requirements that could impact long-term services provided by Minot City Transit and the City of Minot seeks data, information, and guidance on how best to implement changes, if any.



The Central Dakota Transit Development Plan (Plan) should provide both short-term (<5 years) and moderate-to-longer-term (5-10+ years) guidance and include several elements that are explained in greater detail in VII. B. Scope of Work. These include:

1. Project Management
2. Public Engagement
3. Existing Service Review
4. Fixed Route Service Planning
5. Financial Analysis
6. Governance Study
7. Policy Guidance
8. Peer Performance Review

The City of Minot seeks adequate data, information, and guidance to be provided to inform the 2027 municipal budgeting process that begins April 2026. However, assemblage and refinement of the preliminary draft and final versions of the plan are not required to be completed until June and July 2026 respectively.

B. Scope of Work

The MPO is seeking a consultant that can provide a holistic assessment of fixed route, paratransit, and demand response services MPO-wide. The MPO, in conjunction with Minot City Transit, has reviewed and identified numerous elements that must be addressed in order for the City of Minot to make informed decisions surrounding the future of transit services in the area.

The outline below is a proposed scope of work that will guide the development of the Central Dakota Transit Development Plan (Plan). The MPO includes the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate development of the Plan.

The outline, in order to provide additional context to the respective task and where applicable, provides references to other transit plans from other areas in the nation that are desired to be emulated. The consultant may include in the proposal 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:

1. Project Management

The consultant will be required to manage the study and coordinate with subconsultants, as well as bearing responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the MPO project manager.

The consultant should expect bi-weekly progress meetings with the MPO



project manager. Additionally, the consultant should expect to prepare monthly progress reports, documentation of all travel and expense receipts, and prepare and submit invoices monthly. When submitting progress reports, the consultant will be required to outline the following performed work during the reporting period:

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

Deliverable: A monthly progress report and detailed invoice. The monthly progress report should be sent to the project manager one week prior to the monthly Technical Advisory Committee (TAC) meeting in order to be included on the agenda.

2. Community Engagement

Exceeding the minimum requirements as outlined in the MPO's adopted Public Participation Plan (PPP), the consultant will develop and implement an extensive community engagement program that seeks to gain input from transit users and community members. Broad-based community engagement is considered critical to the success of this plan.

It is imperative to consider the public and keep them informed of the planning activities and outcomes using strategies that include use of the internet and social media. Providing information to the MPO and other regional jurisdictions for posting on their websites will be required. The use of new and innovative public engagement solutions to gain input from typically difficult-to-reach populations is highly encouraged.

a) Steering Committee

The consultant will use a Steering Committee (Committee) to provide input and oversight throughout the study process. The Committee will meet as needed to provide input and guidance through the study process, particularly on key decision points in the study. The consultant will be responsible for providing all information (support information such as maps, etc.) to be discussed at the Committee meetings eight days prior to the meeting. The consultant will prepare clear and concise briefings to present to the Committee. The consultant should expect at least four (4) meetings with the Committee, which can be coordinated with public involvement activities to make the most efficient use of any travel expenditure. The Committee meetings need to have a virtual option.

Members of the Steering Committee could include:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division



- MPO, including:
 - Executive Director
 - Select TAC Member(s)
 - Select Policy Board Member(s)
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official
- FTA Region 8
- FHWA North Dakota
- NDDOT

b) Public Involvement

The consultant should plan to incorporate the use of a variety of methods to obtain public input to inform the Plan. These may include public input meetings, surveys, focus groups, virtual input activities, such as the use of story maps, prioritization exercises, such as included in the example in this subsection, and any other novel or otherwise not listed approach that the consultant may recommend that will result in obtaining meaningful and robust public involvement. The public involvement must identify the concerns and needs of businesses, users of transit, to cull information about their experience, non-users, to cull information about barriers to using the system, and residents including pedestrian and bicycling needs. The consultant shall be required to submit its approach on how it will reach out to the community during the planning process. The consultant's approach should address:

- The various approaches that will be employed
- The timeframe of each approach
- The expected result of each approach and its contribution toward development of the Plan
- How each approach will be promoted to bring awareness of each public involvement opportunity
- How success will be measured and adjustments made to address shortfalls in expected outcomes

The consultant will be responsible for fully developing each round of public engagement before it is proposed to the MPO's project manager. Scheduling, presentations/written material, and development should occur well in advance of the proposed engagement event. All public comments are to be recorded as they pertain to the Plan.

Example of desired approach: Preferences, Tradeoffs & Priorities exercise as seen here:

https://fmmetrocog.org/application/files/7916/4986/1165/MATBUS_TDP_Fin alDocument20211203.pdf#page=13

c) Presentations

The consultant should budget for at least four (4) public meeting presentations to the City of Minot City Council, Central Dakota MPO Technical Advisory Committee (TAC), and Central Dakota MPO Policy Board.



Deliverable: Upon completion of each public involvement effort, a memorandum summarizing the activity and the outcomes and results thereof will be provided to the MPO. This will include data analysis, documentation of comments/feedback, and other pertinent information, as applicable and appropriate to the specific approach applied. In addition, the memo will outline how this information will inform the final document. These will be gathered into a public involvement appendix in the final document.

3. Existing Services Review

The consultant will evaluate the existing transit system, including fixed-route, paratransit, and demand response, and assess existing conditions and available resources. The consultant should be aware of existing land use, demographics, and socio-economic conditions that would impact adjustments to transit service, if any are recommended.

The review should identify the transit supportive areas in the MPO region, generally defined as three households per acre and/or four jobs per acre, with focus on identifying areas with higher densities and other considerations/prioritization given to low-income populations and those with zero vehicle households. A ride audit could be considered that provides the consultant with direct experience as a transit user. However, additional or alternative analyses based on best practice is welcomed.

Example of desired analysis (in part): Population and Employment Density Matrix as seen here:

<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=24>

Deliverable: A technical memorandum and/or chapter draft that will provide an overview of existing services.

4. Fixed Route Service Planning

The consultant will evaluate the existing eight (8) fixed routes to determine any necessary changes to improve and/or optimize service. Special focus should be applied to the identification of fixed stop locations along each of the routes. Any recommended changes should be provided with an associated fiscal impact, as well as an implementation strategy to prioritize changes over the course of several years, if necessary.

Proposed changes should be well-reasoned, simple to understand, and easily conveyable to decision-makers.

Example of desired analysis (in part): Service Recommendations by Route as seen here:

<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=105>



Deliverable: A technical memorandum and/or chapter draft that will provide recommended changes to the fixed route system, including associated fiscal impact and corresponding implementation strategy.

5. Financial Analysis

A financial analysis should be conducted as part of the Plan. As part of the financial analysis, the consultant should evaluate revenue alternatives, including cost-share with Minot Public School District 1 or other taxing jurisdictions in the region. In addition, the financial analysis should identify alternative capital asset management practices and/or reduced service provisions to ensure long-term viability of operations. The existing fare structure should be reviewed, with the consultant providing recommendations on any adjustments and the associated impacts thereof. Finally, technological and other solutions for scheduling optimization, trip-chaining, or other novel cost-improvements to providing demand response, paratransit, and intercity transport should be explored.

Example of desired analysis (in part): Options for Funding as seen here: <https://www.gwinnettcountry.com/static/departments/transportation/pdf/gwinnett-county-transit-development-plan-executive-summary.pdf#page=25>

Example of desired analysis (in part): Financial Alternatives as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=19

Deliverable: A technical memorandum and/or chapter draft that will provide a financial analysis addressing all elements as outlined above.

6. Governance Study

The consultant will evaluate alternative governance structures that could be explored, providing the benefits and drawbacks of each, and recommendations and strategies for implementation. The focus should be to ensure long-term operational sustainability given the transition from rural to urban funding formulae and to adequately address future transit needs of the region.

Example of desired analysis: Governance Changes as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=8

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of alternative governance structures that may better provide services into the future given the shift in funding revenue sources.



7. Policy Guidance

The consultant will evaluate existing federal, state, and local policies, if any, related to the provision of transit services, with a focus on compliance and any necessary operational adjustments that may be required. As part of the policy evaluation, special attention shall be provided by the consultant surrounding compliance with the Americans with Disabilities Act (ADA).

Example of desired analysis: Policy Guidance as seen here: https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=24

Example of desired analysis: Policy Guidance as seen here: <https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=16>

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of existing federal, state, and local, if any, policies, focusing on compliance and necessary operational changes stemming therefrom.

8. Peer Performance Review

The consultant will compare similarly sized transit systems to determine relative performance in a variety of areas. The goal is to identify operational practices that may be eliminated from or incorporated into practice that will reduce cost or improve service or both.

Example of desired analysis: Peer Performance Analysis as seen here: https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=58

Example of desired analysis: Peer Performance Analysis as seen here: <https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=60>

Deliverable: A technical memorandum and/or chapter draft that will provide a review of peer transit providers, identifying those areas of operations that may be adjusted in order to reduce cost, improve service, or both.

C. Project Deliverables

The final product of this effort will document the results of fulfilling the scope of work.

1. First full draft preliminary document by noon June 2, 2026
2. A final draft document by noon July 7, 2026
3. Final adoption by Policy Board on September 4, 2026 (including three (3) full printed copies)



An electronic copy of the approved final reports will be delivered to the MPO in PDF and Word formats. The electronic copies should be complete and in order such that additional copies of either document could be printed on-demand. In addition, electronic copies of any working papers, data, modeling software, and maps used to create information in the document will be delivered to the MPO either during the project or at its conclusion.

D. Estimated Project Budget

This project has a not-to-exceed budget of \$200,000. Consultants submitting proposals are asked to use audited DOT rates when completing their Cost Proposal Form and certify the indirect costs with the Certification of Final Indirect Costs as provided in Appendix B.

E. Other Requirements

The consultant will update the Executive Director on the aforementioned bi-weekly meetings and will also provide a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditure. The monthly progress report will be presented by the MPO Executive Director to the MPO's Technical Advisory Committee (TAC). The consultant must provide the progress report one week prior to the monthly TAC meeting so that documents may be included as part of the respective meeting's agenda.

In addition, the consultant will provide monthly invoices no later than the 15th day of the subsequent month, except for end of year invoices, which will be due January 21.

As part of the MPO's efforts to track consultant history the MPO will do an end-of-project evaluation of the consultant. This will be shared with the consultant for their information.



VIII. INFORMATION AVAILABLE FOR CONSULTANT

A. Shapefiles

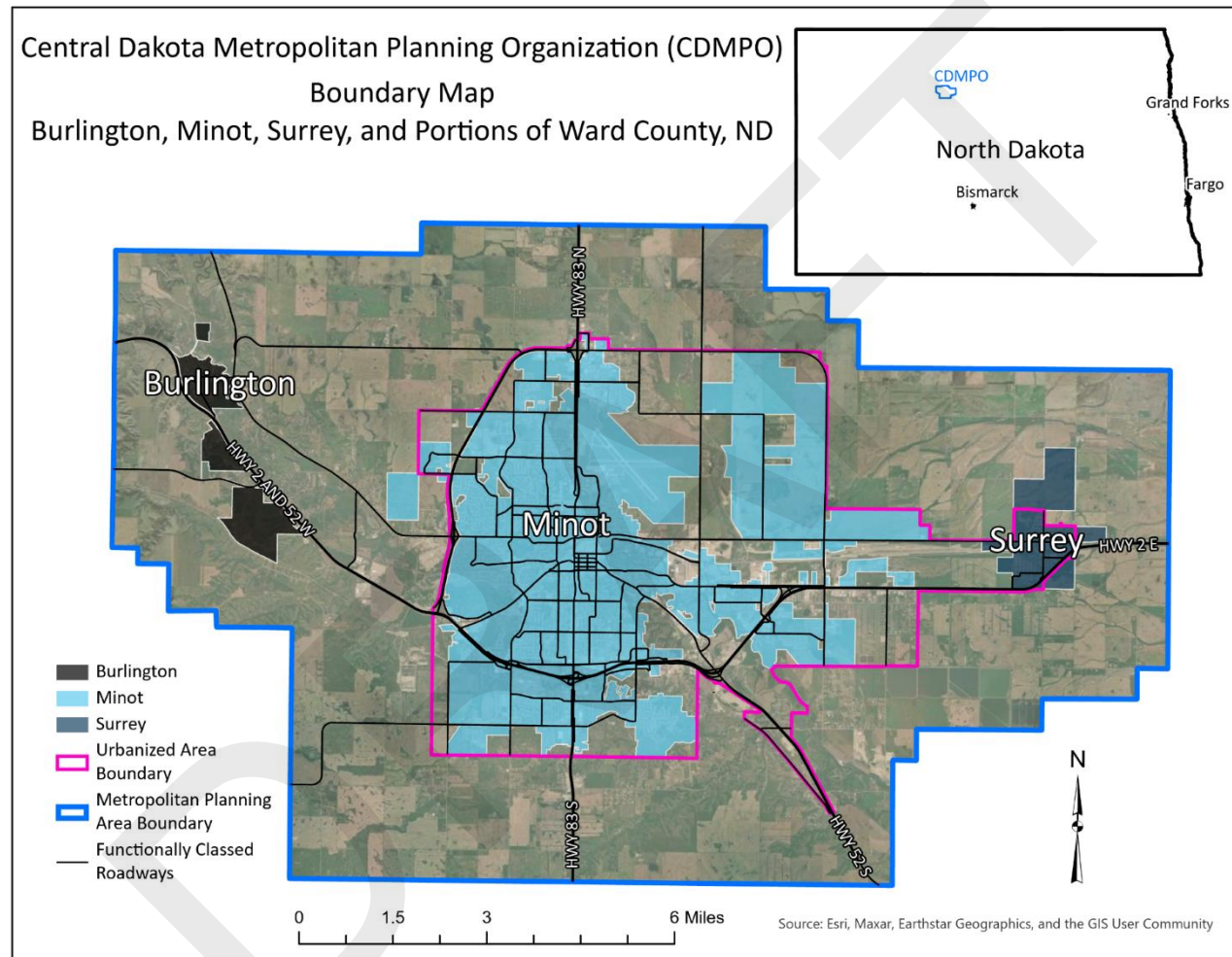
- Current Designated Stops
- Current Routes
- Urban Areas
- Others

B. Other Documents

- MPO Public Participation Plan (October 2024):
<https://www.minotnd.gov/DocumentCenter/View/9100/Public-Participation-Plan>
- City of Minot 2040 Comprehensive Plan:
<https://www.minotnd.gov/233/Comprehensive-Plan>
- MPO Webpage: <https://minotnd.gov/807/Metropolitan-Planning-Organization>
- Metropolitan Transportation Plan (MTP) – In progress – Expected Completion Winter 2025 – Project Webpage:
<https://storymaps.arcgis.com/stories/e3468d8d64c94d2b91343e4218ffaa8f>
- 2010 Minot Safe Routes to School Study:
<https://minotnd.gov/DocumentCenter/View/6758/MinotSafeRoutesToSchoolStudy>
- 2021 Broadway Corridor Study:
<https://minotnd.gov/DocumentCenter/View/6750/Broadway-Corridor-Study>
- Minot Housing Study:
<https://storymaps.arcgis.com/stories/97c75af2907f4684a79e16647b46772d>



IX. MAP OF PROJECT AREA



DRAFT

Appendices



Proposed Sub-Consultant Request

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

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

NDDOT Project Number N/A	NDDOT Project Control Number N/A	Prime Consultant Company Name		
Company Name	Owner			
Address	City	State	Zip Code	
Company Telephone Number	Fax Number	Email Address		

Type of Work to be Subcontracted

☐ Appraisals	☐ Environmental	☐ Planning	☐ Structural Design
☐ Architecture	☐ Geotechnical	☐ Public Involvement	☐ Survey
☐ Bridge Inspection	☐ Materials Testing	☐ Roadway Design	☐ Traffic Operations
☐ Construction Engineering	☐ Partnering Facilitation	☐ Soil Contamination	☐ Wetlands Delineation
☐ Cultural Resources	☐ Photogrammetry	☐ Steel Fabrication	☐ Other

The undersigned declares that all statements listed above are true.

Firm
Print Name
Title

Signature	Date
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Is Firm Currently NDDOT Certified as a DBE? ☐ Yes ☐ No
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Prime Consultant Request To Sublet

North Dakota Department of Transportation, Environment & Transportation Services
SFN 60233 (9-2016)

Project Number	PCN	Project Description
N/A	N/A	
Sub-Consultant		Address
Prime Consultant		Address

The subcontract between the sub-consultant and prime consultant specified above contains all pertinent provisions and requirements of the prime contract with the North Dakota Department of Transportation (NDDOT). It is specifically agreed and understood by and between the prime consultant and the sub-consultant that should the Deputy Director of Engineering of the NDDOT determine that progress on any sublet item of work is not satisfactory, the Deputy Director shall notify the prime consultant in writing of that fact and the prime consultant shall have the right to terminate the subcontract by giving written notice thereof to sub-consultant, and the sub-consultant shall have no cause of action against the prime consultant or the state of North Dakota for such termination. A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount.

Name		
Title		
Sub-Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Name		
Title		
Prime Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Item Covered By Subcontract

Work Description	Unit	Amount
Project Support	Contract	\$0
Public Engagement	Contract	\$0
Total		\$0

Prime Consultant: Submit original form to Consultant Administrative Services

NDDOT Use Only			
Approved: CAS or Contract Manager	Date	Percent Sublet This Request	Total Percent Sublet to Date
NDDOT Distribution: Submit one copy of Contract Documents to FileNet			



Cost Quote Form

(Include completed cost form in a separate page labeled "Cost Form- Vender Name" and submit with technical proposal as part of overall response.)

Cost Quote Form

The cost estimated should be based on a not to exceed cost as negotiated in discussion with the most qualified contractor.

Changes in the final contract amount and contracted extensions are not anticipated.

Required Budget Format

Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X	0.00	=	\$0.00
		X		=	0
		X		=	0
		X		=	0
1. Subtotal- Direct Labor					
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
Total Cost					



Certification of Final Indirect Costs

Firm Name: _____

Proposed Indirect Cost Rate: _____

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

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

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

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

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

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____



Required Federal Contract Provisions

Buy America requirements – 23 CFR 635.410

- a. The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- b. No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 1. The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 2. The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 3. The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 4. When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- c.
 1. A State may request a waiver of the provisions of this section if;
 - i. The application of those provisions would be inconsistent with the public interest; or
 - ii. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
 2. A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
 3. Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
 4. The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.



5. A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
 6. A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
 7. In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- d. Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

- a. Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
- b. Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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



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

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

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

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

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

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

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

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



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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 coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy 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. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24





~~Mircotransit Feasibility, Design, & Implementation~~
~~Plan~~Central Dakota Transit Development Plan
Grand Forks, ND and East Grand Forks, MN

Request for Proposals
for
Transportation Planning Services

~~July-April 2024~~5





REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES

The ~~Grand Forks—East Grand Forks Metropolitan Planning Organization~~Central Dakota Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

~~Microtransit Feasibility, Design, & Implementation Plan~~Central Dakota Transit Development Plan

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the ~~top-ranked~~top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of ~~\$80,000~~200,000, with \$94,428.53 (~47%) budgeted to be completed in 2025 and \$105,571.47 (~53%) budgeted to be completed in 2026. ~~-dollars.~~

Interested firms should contact ~~Teri Kouba~~John Van Dyke, ~~at the MPO, Central Dakota MPO, PO Box 5006, Minot, ND 58702-5006~~600 DeMers Avenue, East Grand Forks, MN 56724. Contact can also be done via phone ~~701-420-4524~~701-746-2660, or by email: ~~john.vandyke@centraldakotamp.org~~teri.kouba@theforkemmpo.org

All proposals received by ~~April 28, 2025~~August 9th, 2024, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed fifty (50) pages (twenty-five (25) double-sided pages, if printed) including any supporting material, charts, or tables, except for the required inclusions provided in the RFP. Electronic proposals are preferred in doc or pdf format; however, they must be easily reproducible by MPO in black-and-white. ~~If printed copies are sent, only eight~~ Seven (57) printed copies should be provided sent and the MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal and are encouraged to use materials that are easily recycled. A sealed cost proposal must still be provided in hard copy by the noted due date. Submittals must be received no later than ~~April 28~~August 9th, at noon (central time). Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

~~Teri Kouba~~John Van Dyke
~~Senior Planner~~Executive Director
~~Grand Forks—East Grand Forks~~Central Dakota MPO
PO Box 5006



Minot, ND 58702-5006
john.vandyke@centraldakotampo.org 600 DeMers Ave.
East Grand Forks, Minnesota 56721
teri.kouba@theforksmpo.org
Phone Office: 701-420-4524 701-746-2660
Direct Cell Line: 701-721-9626 218-399-3372
Cell: 701-610-6582

Once submitted, the quotes become the property of MPO.



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Appendix A Attachments to be Filled Out

Appendix B Cost Proposal

Appendix C





REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES

I. PURPOSE OF REQUEST

The MPO requests proposals from qualified consultants for the following project:

~~Microtransit Feasibility, Design, & Implementation Plan~~ **Central Dakota Transit Development Plan**

The purpose of this Request for Proposals (RFP) is to provide an interested consulting firm with enough information about the professional services desired by the MPO.

A selection committee will rank submittals from responding consultants. Upon completion of the rankings, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposals of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any and all submittals.

II. GENERAL INSTRUCTIONS

A. Proposal Questions and/or Comments ~~Any questions or comments regarding this proposal should be submitted to:~~

Any questions or comments pertaining to the proposal and corresponding process for submission should be directed to the individual identified below:

John Van Dyke
Executive Director
Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006
Office Phone: 701-420-4524
Direct Phone: 701-721-9626
Email: john.vandyke@centraldakotampo.org

Teri Kouba
Senior Planner
Forks MPO
600 DeMers Ave
East Grand Forks, MN 56721

Office Phone: 701-746-2660



Direct Phone: 218-399-3372
Email: teri.kouba@theforksmmpo.org

B. Proposals shall be submitted to: Proposal Submission Address

Central Dakota MPO
PO Box 5006
A- Minot, ND 58702-5006

~~Forks MPO~~
~~600 DeMers Ave~~
~~East Grand Forks, MN 56721~~



C. All proposals must be clearly identified and marked as follows:
Proposal Submission Identification

Proposal for:
Central Dakota Transit Development Plan
Firm's Name
B- Central Dakota MPO

Proposal for:
Microtransit Feasibility, Design, & Implementation Plan
Firm's Name
Forks MPO

D. Deadline and Method of Submission

All proposals must be received by noon (central time) ~~April 28, 2025~~ **August 9th, 2024**, at which time the proposals will be opened for review. Cost proposals will remain sealed in a secure place until proposal ranking is complete and contract negotiations begin. An electronic copy ~~or and seven~~ **eight (8)** copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

C.E. Selection Committee

The technical proposals will be reviewed by the Selection Committee, which may include ~~staff individuals~~ from local municipalities and multi-jurisdictional bodies as follows:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division
- MPO
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official
- FTA Region 8
- FHWA North Dakota
- NDDOT

~~_____ Cities Area Transit (CAT)~~
~~_____ East Grand Forks City Planner~~
~~_____ Grand Forks Engineering~~
~~_____ Grand Forks Planning~~
~~_____ MPO~~

Once the written proposals are received, if there are five or more proposals the Selection Committee will rank the proposals to interview the top three (3). A 40-minute interview will be scheduled for ~~either May 8 or May 9, 2025~~ **August 23rd, 2024**, with the firms that submit



the top three ranked proposals, if four proposals are received then all will get an interview. This 40-minute interview will provide an opportunity for the selection committee members to ask questions of the submitting firms and get clarification on any information in the proposals that may not be clear. Firms chosen for interviews will be expected to make presentations and should prepare one. The interviews may be conducted via online service. Firms may be asked to verbally expand upon points in their written proposal and should be prepared to do so.

Please note, it is never acceptable for interested consultants to reach out to potential selection committee members to discuss the RFP. Please direct all questions to the contact identified in Section II. A. Proposal Questions and/or Comments.

D.F. Respondent Qualifications

Respondents must submit evidence that they have relevant experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he/she has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded ~~to~~ any respondent who is in arrears to MPO or its representative governments, upon any debt or contact; who is in default, as surety or otherwise, upon any obligation to the local partners; or who is deemed to be irresponsible or unreliable by the local representatives.

E.G. Disadvantaged Business Enterprise

In the performance of this agreement, the contractor shall cooperate with MPO in meeting ~~its~~ DOTs goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that such business enterprises shall have maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and



responsible steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. The contractor shall not discriminate based on race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

F. ~~Equal Employment Opportunity~~

~~In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. The consultant will take action to ensure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The consultant will furnish all necessary information and reports and will permit access to its books, records, and accounts by the MPO and/or its representatives including state and federal agencies, for purposes of investigation to ascertain compliance with non-discrimination provisions or any resultant contract.~~

G.H. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies. No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

H.I. Records, Access, and Audits

The consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The consultant shall provide free access to the representatives of MPO, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts there from as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the



date of the final payment under this contract.

H.J. Conflicts of Interest

No official or employee of the MPO, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the MPO, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the MPO, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the MPO, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of the MPO, the NDDOT, ~~the MnDOT~~, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

J. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certificate, and Restriction on Lobbying

~~The consultant is advised that his or her signature on this contract certifies that the company/agency will comply with all provisions of this agreement, as well as applicable federal and state laws, regulations, and procedures. Moreover, the consultant affirms its compliance with the federal Debarment and Suspension Certification and the Federal Restrictions on Lobbying.~~

K. Subcontracting

The contractor may, with prior approval from the MPO, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subcontract-subconsultant request forms, as provided in Appendix A, must be filed with the MPO.

L. Assignments

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the MPO.

M. Procurement- Property Management

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995, Property Management Standards,



which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

N. Termination

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the MPO terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the MPO, and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursements of funds and requiring the return of all or part of any funds that have already been disbursed.

O. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.



P. ~~Civil Rights~~

~~The contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulation of the Federal Department of Transportation, 49 CFR, Part 21, and Executive Order 11246.~~

~~The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.~~

Commented [JV1]: Many EOs have been rescinded. Need to double-check the most up-to-date status prior to issuance of the RFP.

See: <https://www.whitehouse.gov/presidential-actions/2025/01/ending-illegal-discrimination-and-restoring-merit-based-opportunity/>

Commented [JV2R1]: Should this be changed to all applicable EOs or something similar?

Q. ~~Civil Rights Noncompliance~~

~~If the contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or the NDDOT as may be appropriate, including, but not limited to:~~

- ~~1. Withholding of payments to the contractor under the contract until the contractor complies, or~~
- ~~2. Cancellation, termination, or suspension of the contract, in whole or in part.~~

R.P. Energy Efficiency

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

S.Q. Disabled

The contractor shall ensure that no qualified disabled individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

T.R. EPA Clean Act and Clean Water Acts

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.



U.S. Successors in Interest

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.

V.T. Waivers

The failure of the MPO or its local state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the MPO or its state/federal grantors of that or any other provision.

W.U. Notice

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

X.V. Hold Harmless

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and members, and the State of North Dakota ~~and Minnesota~~ and the NDDOT ~~and MnDOT~~, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the MPO or the NDDOT, ~~or the MnDOT~~ and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the MPO.

Y.W. Compliance with State and Federal Regulations

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable ~~federal and state~~ state and federal laws, regulations, and procedures. Moreover, the contractor affirms its compliance with the required state and the federal contract provisions as provided in Appendices C and D.



III. PRELIMINARY PROJECT SCHEDULE

A. Consultant Selection

Advertise RFP to Qualified Firms	July-April 5-26 19 – August 9, 2024
Receive Proposals	Noon on August-April 9 28 , 2024 5
Review Proposals	August-April 28 – May 2, 2025 12-16, 2024
Select Interview Finalists & Notify	August-May 2, 16 , 2024 5
Interview the Finalists	August-May 8-9, 23 , 2024 5
Notify the Finalist	August-May 19 12 , 2024 5
Contract Negotiations Completed	Aug-19 May 12 – Sept-May 4 20 , 2024 5
MPO Executive Policy Board Approval	September-May 22 18 , 202 5 4

Commented [JV3]: 3 weeks minimum

B. _____

C. B. Project Development

Notice to Proceed	September 27, 2024 June 16, 2025
Actionable Data/Information Deliverable	April 6, 2026
Full Preliminary Draft	June 2, 2026
Full Final Draft	July 7, 2026
Presentation of Final Draft to Minot City Council	July 20, 2026 Noon on April 25, 2025
Presentation of Final Draft to Surrey City Council	July 20 – August 11, 2026
Presentation of Final Draft to TAC	August 11, 2026 Noon on May 16, 2025
Presentation of Final Draft to Policy Board	August 27, 2026
Anticipated Project Completion	Presentation of Final Draft to TAC September 4, 2026 June 11, 2025
Presentation of Final Draft to Executive Board	June 18, 2025
Anticipated Project Completion	July 25, 2025



IV. RFP EVALUATION CRITERIA & PROCESS

The Committee will determine which firm would best provide the services requested by the RFP. When choosing a consulting firm, the MPO will have a two (2) step process. The proposal evaluation will evaluate the proposal that the firm sends the MPO. ~~The evaluation will reduce the number of firms to three (3) for the purposes of interviewing.~~ The interview evaluation will be based on the interview with the firm. The MPO in close coordination with members of the Selection Committee will evaluate the proposals based on, but not limited to, the following criteria and their weights:

A. Proposal Evaluation Criteria and Weight

1. Demonstrates understanding of the scope of work and local factors. Shows how firm proposes to approach, resolve challenges, and encourage new ideas that improve the end project. **(Weight 25%)**
2. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. **(Weight 25%)**
3. Demonstrates the firm's designated team members' history of timely performance, quality, and integrity, as evidenced by a list of client references. Demonstrates the firm's approach to managing resources and project output. **(Weight 15%)**
4. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. Project team should indicate other significant projects being worked on, the percent of involvement, and probable completion date of the individual's work on the project. **(Weight 25%)**
5. Provide a time schedule for completion of each task and the entire project, with appropriate time for review. Demonstrate the project team has the resources necessary to complete the project. **(Weight 10%)**

B. Interview Evaluation Criteria and Weight

1. Observations on existing conditions and key project information. **(Weight 20%)**
2. Identification of key issues or problems that will need to be considered and any initial thoughts on how to resolve issues or problems. **(Weight 25%)**
3. Innovative approaches and concepts. **(Weight 25%)**
4. Experience and capabilities in development of similar studies of both key personnel and the project team. **(Weight 20%)**
5. Quality of interview. Comment on specific reasons why the firm should be selected for the project. **(Weight 10%)**

Each proposal will be evaluated on the above criteria by the Selection Committee. The interview and proposal scores will be combined to have a final score. The firm with the best final score will be contacted for contract negotiations. The qualifying firm chosen by the Selection Committee will enter a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.



The MPO is an Equal Opportunity Employer.

V. TERMS AND CONDITIONS

A. Rejection of Quotes and Selection of Next Most Qualified Firm

~~A.~~ The MPO reserves the right to reject any or all quotes, 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.

B. Requests for Clarification/Additional Information

~~B.~~ The MPO reserves the right to request clarification of information submitted and to request additional information about one or more applicants.

C. Right to Withdraw Proposals

~~C.~~ Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days (about 3 months), to provide to the MPO the services set forth in the attached specifications, or until one or more of the quotes have been approved by the MPO Policy Board.

D. Termination of Contract

~~D.~~ If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the MPO 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.

E. MPO-approved Contract Required

~~E.~~ Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MPO and shall contain, as a minimum, applicable provisions of the Request for Qualifications Proposal. The MPO reserves the right to reject any agreement that does not conform to the Request for Qualification Proposal and any MPO requirements for agreements and contracts.



F. No Assignment Without Prior Consent

F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.

VI. PROPOSAL FORMAT AND CONTENT

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects within the last 5 years and key staff assigned to them.
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (in a separate envelope)

Detailed requirements and directions for preparation of each section are outlined below.

A. Introduction and Executive Summary

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number and email address.
2. Year established (including former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Project manager's name, mailing address, and telephone number, if different from item 1. Project manager's experience.

In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.

B. Administrative Questions

Provide the following information concerning your firm:



~~4. The Identify the respondent's authorized negotiator.~~

- ~~1. Give the~~ name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
- ~~2. Provide w~~Workload and manpower summaries to define respondent's ability to meet project timeline.

C. Summary of Proposed Technical Process

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document his/her a clear understanding of the RFPs entire scope of work and project intent (see VII of RFP) for the ~~Microtransit Feasibility, Design, & Implementation Plan~~background and scope of work, including project management, public engagement, existing service review, fixed route service planning, financial analysis, governance study, policy guidance, and peer performance review. ~~data requirements, public participation process, and alternative evaluation methodology.~~ Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect the timely, satisfactory completion of this project.

D. Project Staff Information

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. -Please provide staff information breakdown of estimated staff hours by each staff class per task. -It is critical that contractors commit to levels of individual staff members' time to be applied to work on this project. -Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the MPO.

E. Similar Project Experience

Describe similar types of studies/construction projects completed or currently under contract.

F. References

Provide References of three clients for whom similar work has been completed.

G. DBE/MBE Participation

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the



NDDOT ~~or MNDOT~~ as a DBE/MBE shall be included in 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 by either the NDDOT ~~or Mn/DOT~~ shall be included. The percentage of the total proposed cost to be completed by the DBE shall be shown.

H. Cost Quotes/Negotiations

1. Cost Quotes

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposals and secured unopened until the technical evaluation process is completed. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B. Attached to the Cost Proposal, the Certification of Indirect Rate Form also provided in Appendix B should be filled out.

2. Contract Negotiations

The MPO will negotiate a price for the project after the Selection Committee completes its final ranking of the consultants. Negotiation will begin with the most qualified consultant, based on the opening of their sealed cost proposal. If the MPO is unable to negotiate a fair and reasonable contract for services with the highest-ranking firm, negotiations will be formally terminated, and will begin with the next most qualified firm. This process will continue until a satisfactory contract has been negotiated.

The MPO reserves the right to reject any, or all, submittals.

~~VII.~~ VII. BACKGROUND AND SCOPE OF WORK

A. Background

Minot City Transit is the transit provider for the MPO region. Minot City Transit maintains eight (8) fixed routes and is actively working to contract paratransit services, which are presently provided by Souris Basin Transportation.

The Central Dakota MPO, in conjunction with Minot City Transit, seeks to establish a Transit Development Plan to evaluate fixed route, paratransit, and demand response services throughout the MPO region. A similar plan was adopted in 2013 and links to the plan documents are provided here:



Executive Summary
Volume 1 – Existing Conditions
Volume 2 – Service Plan

As a product of the 2020 Decennial Census, Minot City Transit is transitioning from rural to urban funding formulae. There are substantial differences in federal funding availability and corresponding requirements that could impact long-term services provided by Minot City Transit and the City of Minot seeks data, information, and guidance on how best to implement changes, if any.



The Central Dakota Transit Development Plan (Plan) should provide both short-term (<5 years) and moderate-to-longer-term (5-10+ years) guidance and include several elements that are explained in greater detail in VII. B. Scope of Work. These include:

1. Project Management
2. Public Engagement
3. Existing Service Review
4. Fixed Route Service Planning
5. Financial Analysis
6. Governance Study
7. Policy Guidance
8. Peer Performance Review

The City of Minot seeks adequate data, information, and guidance to be provided to inform the 2027 municipal budgeting process that begins April 2026. However, assemblage and refinement of the preliminary draft and final versions of the plan are not required to be completed until June and July 2026 respectively.

~~In the most recent Transit Development Plan (TDP), Microtransit was proposed as a solution to low ridership and areas of desired service. A full feasibility study was not within the scope of the TDP. For this study, The MPO, Cities Area Transit, and the City of East Grand Forks are looking for a feasibility, design, and implementation plan for microtransit service.~~

~~Three areas were looked at because of low ridership. The University Night shuttle has increased ridership. For that reason, it will not be a priority for microtransit. Routes 1 & 2 is serviced by one bus with each route getting one hour frequency. It serves areas of dedicated ridership, but the numbers are low. East Grand Forks is served by Routes 4 & 6 during the day and Route 24 at night. These routes are focused on the north end of the city. There was a route that served the south end at one time but did not have enough ridership to outweigh the cost. There is a desire for the service to return.~~

~~The TDP suggested looking into the feasibility of microtransit in or to the industrial park in Grand Forks. This would be a boost to the businesses there if they can get workers that have no vehicle to get to employment farther than walking distance from their home.~~

B. Scope of Work

The MPO is seeking a consultant that can not provide a holistic assessment of fixed route, paratransit, and demand response services MPO-wide. The MPO, in conjunction with Minot City Transit, has reviewed and identified numerous elements that must be addressed in order for the City of Minot to make informed decisions surrounding the future of transit



services in the area.

~~only provide the typical qualifications necessary in the development of a Microtransit Plan but also can provide proactiveness, vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a successful implementation of Microtransit in the greater Grand Forks area.~~

The outline below is a proposed scope of work ~~outline~~ that will guide the development of the ~~Microtransit Feasibility, Design & Implementation Plan~~ Central Dakota Transit Development Plan (Plan). The MPO includes the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate development of the Plan ~~the Plans development~~.

~~The outline, in order to provide additional context to the respective task and where applicable, provides references to other transit plans from other areas in the nation that are desired to be emulated. This outline is not necessarily all inclusive.~~ The consultant may include in the proposal 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:

1. Project Management

The consultant will be required to manage the study and coordinate with subconsultants, as well as bearing responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the MPO project manager.

The consultant should expect bi-weekly progress meetings with the MPO project manager. Additionally, the consultant should expect to prepare monthly progress reports, documentation of all travel and expense receipts, and prepare and submit invoices monthly. When submitting progress reports, the consultant will be required to outline the following performed work during the reporting period:

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

Deliverable: A monthly progress report and detailed invoice. The monthly progress report should be sent to the project manager one week prior to the monthly by the last Friday of each month to be included in the Technical Advisory Committee (TAC) meeting in order to be included on the agenda.

2. Community-Community Engagement

~~Exceeding the minimum requirements as outlined in the~~ In compliance with the MPO's adopted Public Participation Plan (PPP), the consultant will



develop and implement an extensive community engagement program that seeks to gain input from transit users and ~~and~~ community members. Broad-based community engagement is considered critical to the success of this plan.

It is imperative to consider the public and keep them informed of the planning activities and outcomes using strategies that include use of the internet and social media. Providing information to the MPO and other regional jurisdictions for posting on their websites will be required. The use of New and innovative public engagement solutions to gain input from typically difficult-to-reach populations are highly encouraged.

a) **Steering Committee**

The consultant will use a Steering Committee (Committee) to provide input and oversight throughout the study process. The Committee will meet as needed to provide input and guidance through the study process, particularly on key decision points in the study. The consultant will be responsible for providing all information (support information such as maps, etc.) to be discussed at the Committee meetings eight days prior to the meeting. The consultant will prepare clear and concise briefings to present to the Committee. The consultant should expect at least four (4) meetings with the Committee, which can be coordinated with public input-involvement activities ~~meetings~~ to make the most efficient use of any travel expenditure. The Committee meetings need to have a virtual option.

Members of the Steering Committee could include:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division
- MPO, including:
 - Executive Director
 - Select TAC Member(s)
 - Select Policy Board Member(s)
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official
- FTA Region 8
- ~~➤ FTA Region 5~~
- FWHA North Dakota
- ~~➤ FWHA Minnesota~~
- NDDOT

MnDOT

Cities

Area

Transit

(GAT)

East Grand Forks City Planner

b) **Public Involvement ~~Meetings~~**

The consultant should plan to incorporate the use of a variety of methods to obtain public input to inform the Plan. These may include public input



meetings, surveys, focus groups, virtual input activities, such as the use of story maps, prioritization exercises, such as included in the example in this subsection, and any other novel or otherwise not listed approach that the consultant may recommend that will result in obtaining meaningful and robust public involvement. for a minimum of three (3) public meetings to The public involvement must identify the concerns and needs of businesses, users of transit, to cull information about their experience, non-users, to cull information about barriers to using the system~~regular users~~, and residents including pedestrian and bicycling needs. The consultant shall be required to submit its approach on how it will reach out to the community during the planning process. The consultant's approach should address:

- The various approaches that will be employed
- How it will go about these meetings.The timeframe of each approach
- The expected result of each approach and its contribution toward development of the Plan
- How each approach will be promoted to bring awareness of each public involvement opportunity
- How success will be measured and adjustments made to address shortfalls in expected outcomes

➤ ~~Methods it will employ.~~

➤ ~~Quantity of rounds of public engagement meetings.~~

➤ ~~Timing of engagement techniques the consultant is accustomed to utilizing to accomplish this task.~~

The consultant will be responsible for fully developing each round of public engagement before it is proposed to the MPO's project manager. Scheduling, presentations/written material, and development should occur well in advance of the proposed engagement event. All public comments are to be recorded as they pertain to the Pplan.

Example of desired approach: Preferences, Tradeoffs & Priorities exercise as seen here:

https://fmmetrocog.org/application/files/7916/4986/1165/MATBUS_TDP_Fin_aIDocument20211203.pdf#page=13

c) **Local Government Presentations**

The consultant should budget for at least ~~three-four (34)~~ sets public meeting ~~of local government~~ presentations to the City of Minot City Council, Central Dakota MPO Technical Advisory Committee (TAC), and Central Dakota MPO Policy Board. Grand Forks City Council, East Grand Forks City Council, MPO Technical Advisory Committee (TAC), and the MPO Executive Committee at key milestones.

Deliverable: Upon completion of At the end of each meetingeach public involvement effort, a memorandum summarizing the activity and the outcomes and results thereof with the meeting activities and results will be provided to the MPO. This will include data analysis, documentation of



comments/feedback, and other pertinent information, as applicable and appropriate to the specific approach applied. In addition, the memo will outline how this information will inform -and how they are incorporated into the final document. These will be gathered into a public involvement appendix in the final document.

3. ~~Evaluation and Feasibility~~Existing Services Review

The consultant will evaluate the existing transit system, including fixed-route, paratransit, and demand response, -and assess existing conditions and available resources, -from the TDP to current. The consultant should be aware of existing land use, demographics, and socio-economic conditions that would impact a adjustments to transit service, if any are recommended.
~~icrotransit service.~~

The review should identify the transit supportive areas in the MPO region, generally defined as three households per acre and/or four jobs per acre, with focus on identifying areas with higher densities and other considerations/prioritization given to low-income populations and those with zero vehicle households. A ride audit could be considered that provides the consultant with direct experience as a transit user. However, additional or alternative analyses based on best practice is welcomed.

Example of desired analysis (in part): Population and Employment Density Matrix as seen here:
<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=24>

~~A cost benefit analysis should be done to highlight if microtransit service will have the intended cost savings that is intended when changing from a fix route service to microtransit.~~

Deliverable: A technical memorandum and/or chapter draft that will provide an overview of existing services.

~~—analysis of the feasibility of microtransit service areas in TDP.~~



4. ~~Design and Development~~Fixed Route Service Planning

The consultant will evaluate the existing eight (8) fixed routes to determine any necessary changes to improve and/or optimize service. Special focus should be applied to the identification of fixed stop locations along each of the routes. Any recommended changes should be provided with an associated fiscal impact, as well as an implementation strategy to prioritize changes over the course of several years, if necessary.

Proposed changes should be well-reasoned, simple to understand, and



easily conveyable to decision-makers.

Example of desired analysis (in part): Service Recommendations by Route as seen here:
<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=105>

~~CAT and the MPO are looking for a scalable service plan that can change back to a fixed route if in the future ridership increases to a beneficial level. The consultant should analyze different viable service alternatives. The analysis should include:~~

- ~~• Service Area Boundaries~~
- ~~• Service Design Parameters and Service Standards~~
- ~~• Node Locations~~
- ~~• Vehicle Needs~~
- ~~• Transfer Opportunities~~
- ~~• Budget Analysis including:~~
 - ~~○ Needed technology~~
 - ~~○ Operations and maintenance~~
 - ~~○ Marketing and education~~
 - ~~○ Other relevant categories~~

~~CAT would operate the service in-house. Consideration must be given to needs that CAT does not have available currently. Those needs will need to be included in a budget analysis for the service. Consideration for those without a smart phone, internet access, or the unbanked population should be given when designing the final recommendations.~~

Deliverable: ~~A technical memorandum and/or chapter draft that will provide recommended changes to the fixed route system, including associated fiscal impact and corresponding implementation strategy. a service design for feasible microtransit service areas.~~

5. ~~Financial Analysis~~Implementation and Action Plan

A financial analysis should be conducted as part of the Plan. As part of the financial analysis, the consultant should evaluate revenue alternatives, including cost-share with Minot Public School District 1 or other taxing jurisdictions in the region. In addition, the financial analysis should identify alternative capital asset management practices and/or reduced service provisions to ensure long-term viability of operations. The existing fare structure should be reviewed, with the consultant providing recommendations on any adjustments and the associated impacts thereof. Finally, technological and other solutions for scheduling optimization, trip-chaining, or other novel cost-improvements to providing demand response, paratransit, and intercity transport should be explored.

Example of desired analysis (in part): Options for Funding as seen here:
<https://www.gwinnettcounty.com/static/departments/transportation/pdf/gwinnett->



[county-transit-development-plan-executive-summary.pdf#page=25](#)

Example of desired analysis (in part): Financial Alternatives as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=19

~~Using the results of the design and development task, provide an actionable implementation plan for the most favorable area for a microtransit service pilot area. The pilot service could begin as soon as the summer after this plan ends.~~

~~For the other feasible recommendations, the consultant should include and implementation plan that includes phasing strategies and document any specific steps, including final outreach.~~

Deliverable: A technical memorandum and/or chapter draft that will provide a financial analysis addressing all elements as outlined above. provide an implementation plan for the pilot service area and feasible microtransit service areas.

6. Governance Study

The consultant will evaluate alternative governance structures that could be explored, providing the benefits and drawbacks of each, and recommendations and strategies for implementation. The focus should be to ensure long-term operational sustainability given the transition from rural to urban funding formulae and to adequately address future transit needs of the region.

Example of desired analysis: Governance Changes as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=8

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of alternative governance structures that may better provide services into the future given the shift in funding revenue sources.



6-7. Policy Guidance~~Final Plan~~

The consultant will evaluate existing federal, state, and local policies, if any, related to the provision of transit services, with a focus on compliance and any necessary operational adjustments that may be required. As part of the policy evaluation, special attention shall be provided by the consultant surrounding compliance with the Americans with Disabilities Act (ADA).

Example of desired analysis: Policy Guidance as seen here: https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=24

Example of desired analysis: Policy Guidance as seen here: <https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=16>

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of existing federal, state, and local, if any, policies, focusing on compliance and necessary operational changes stemming therefrom.

8. Peer Performance Review

The consultant will compare similarly sized transit systems to determine relative performance in a variety of areas. The goal is to identify operational practices that may be eliminated from or incorporated into practice that will reduce cost or improve service or both.

Example of desired analysis: Peer Performance Analysis as seen here: https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=58

Example of desired analysis: Peer Performance Analysis as seen here: <https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=60>

Deliverable: A technical memorandum and/or chapter draft that will provide a review of peer transit providers, identifying those areas of operations that may be adjusted in order to reduce cost, improve service, or both.



~~The consultant will develop a draft study document with two rounds of review and revision before preparing a final study document. Review and receive comments from the Committee and update accordingly prior to proceeding through the MPO process.~~

~~The consultant shall also provide the MPO with appropriate presentation materials and be prepared to present the final document.~~

~~Upon completion of the final plan, the consultant will develop an executive summary which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting all major recommendations of the plan.~~

I.C. Project Deliverables

The final product of this effort will document the results of fulfilling the scope of work.

1. First full draft preliminary document by noon ~~June 2-April 25th~~, 2025~~6~~
2. A ~~draft~~ final ~~draft~~ document by noon ~~May~~July 7-46th, 2025~~6~~
3. ~~Final adoption by Policy Board on An approved final plan by July~~
~~September 4, 2026~~48th, 2025 (including ~~8~~three (3) full printed copies)

An electronic copy of the approved final reports will be delivered to the ~~MPO Grand Forks-East Grand Forks MPO~~ in PDF and Word formats. The electronic copies should be complete and in order such that additional copies of either document could be printed on-demand. In addition, electronic copies of any working papers, data, modeling software, and maps used to create information in the document will be delivered to the MPO either during the project or at its conclusion.

J.D. Estimated Project Budget

This project has a not-to-exceed budget of \$~~80~~200,000. Consultants submitting proposals are asked to use audited DOT rates when completing their Cost Proposal Form and certify the indirect costs with the Certification of Final Indirect Costs as provided in ~~(See Appendix B)~~.

K.E. Other Requirements

The consultant will update the ~~Project Manager~~Executive Director on the aforementioned bi-weekly meetings and will also provide a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditure. The monthly progress report will be presented by the MPO ~~Executive Director project manager~~ to the MPO's Technical Advisory Committee (TAC). The consultant must provide the progress report one week prior to the monthly TAC meeting so that documents may be included as part of the respective meeting's agenda. ~~by the last Friday of each month.~~



In addition, the consultant will provide monthly invoices no later than the 15th day of the subsequent month, except for end of year invoices, which will be due January 21.

As part of the MPO's efforts to track consultant history the MPO will do an end-of-project evaluation of the consultant. This will be shared with the consultant for their information. ~~This form can be found in Appendix C.~~



IX.VIII. INFORMATION AVAILABLE FOR CONSULTANT

A. Shapefiles

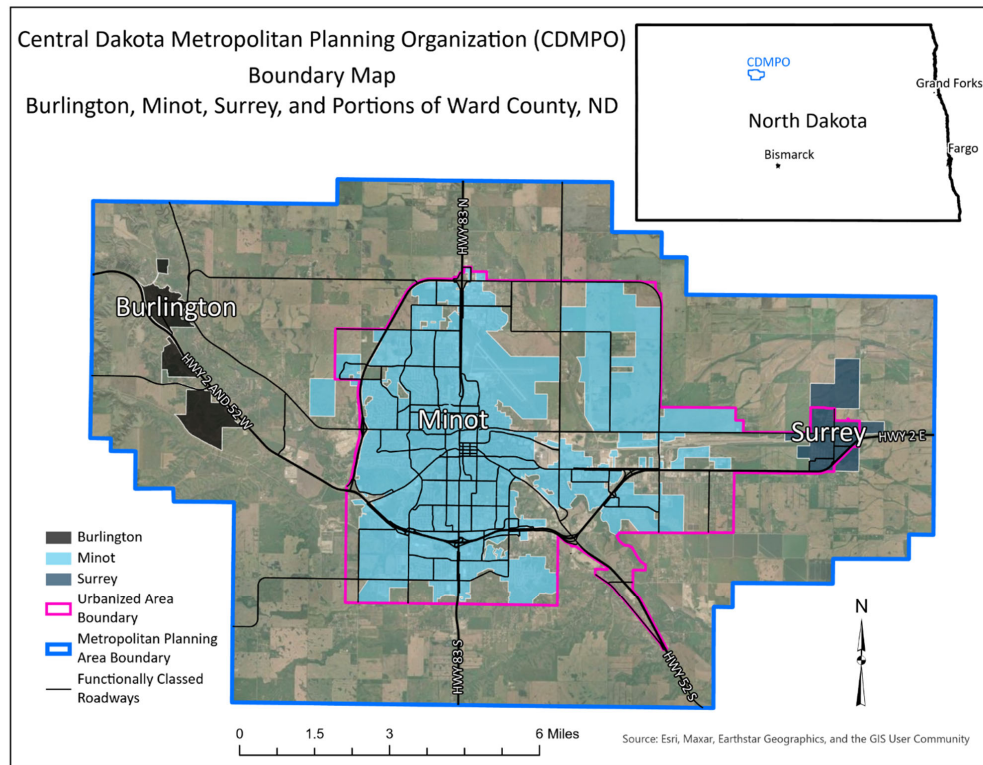
- Current Designated Stops
- Current Routes
- Urban Areas
- Others

B. Other Documents

- MPO Public Participation Plan (October 2024):
<https://www.minotnd.gov/DocumentCenter/View/9100/Public-Participation-Plan>
~~<https://eastgrandforksmetro.hosted.civiclive.com/public-participation/public-participation-plan-ppp>~~
- ~~Current Transit Development Plan:~~
~~<https://eastgrandforksmetro.hosted.civiclive.com/resources/g-f-e-g-f-transit-development-plan>~~
- ~~City of Minot 2040 Comprehensive Plan Land Use Plans:~~
~~<https://www.minotnd.gov/233/Comprehensive-Plan>~~
- ~~Grand Forks 2050 Land Use Plan~~
- ~~East Grand Forks 2050 Land Use Plan~~
- ~~Transportation Improvement Program:~~
~~<https://www.theforksmpe.org/resources/transportation-improvement-plan-ti-p>~~
- ~~MPO Webpage site:~~ <https://minotnd.gov/807/Metropolitan-Planning-Organization> ~~<https://www.theforksmpe.org/>~~
- ~~Metropolitan Transportation Plan (MTP) – In progress – Expected Completion Winter 2025 – Project Webpage:~~
~~<https://storymaps.arcgis.com/stories/e3468d8d64c94d2b91343e4218ffaa8f>~~
- ~~2010 Minot Safe Routes to School Study:~~
~~<https://minotnd.gov/DocumentCenter/View/6758/MinotSafeRoutesToSchoolStudy>~~
- ~~2021 Broadway Corridor Study:~~
~~<https://minotnd.gov/DocumentCenter/View/6750/Broadway-Corridor-Study>~~
- ~~Minot Housing Study:~~
~~<https://storymaps.arcgis.com/stories/97c75af2907f4684a79e16647b46772d>~~
-



X.IX. MAP OF PROJECT AREA





~~Appendix A~~Appendices



Appendix A

Government-Wide Debarment and Suspension (Non-procurement)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

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 103-355, 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 the 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 the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as define at 49 CFR 29.940 and 29.945.~~

~~The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirements 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 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 offer. 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 _____

Certification of Restriction on Lobbying

I, _____, hereby certify on behalf of _____
(Name & Title of _____) (Name of grantee)

_____ that:

- (1) ~~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, an 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~
- (2) ~~If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 the Member of Congress in connection with this 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.~~
- (3) ~~The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly.~~

~~This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.~~

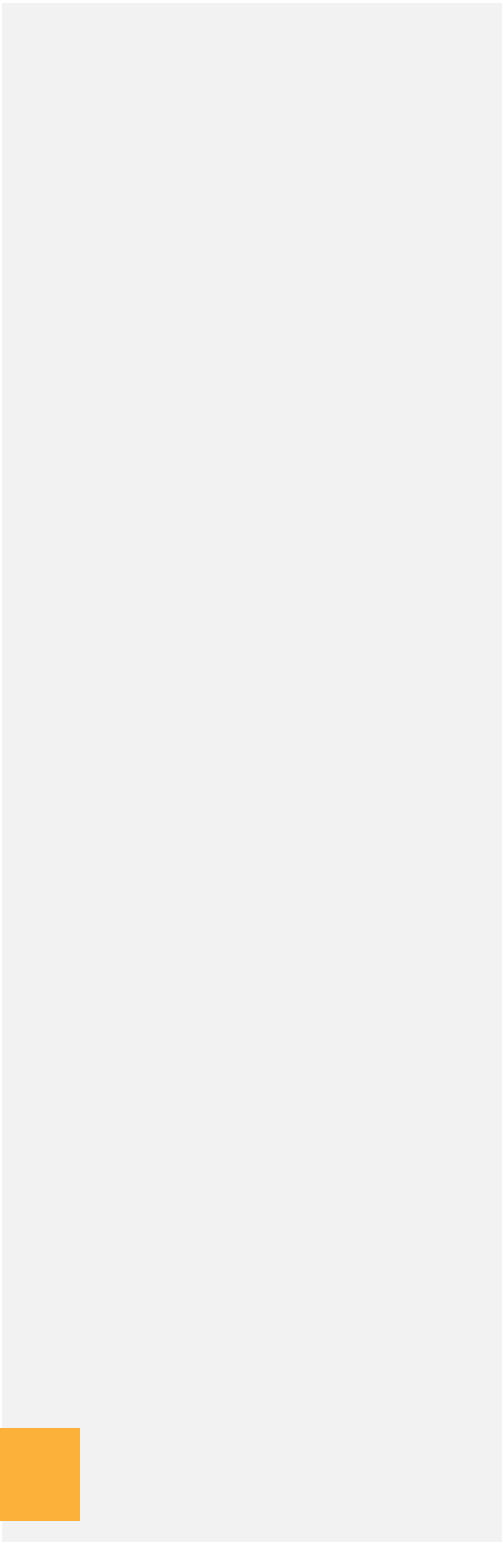
Executed this _____ day of _____, _____

By _____
(Signature of Authorized



|

(Title of Authorized Official)



Proposed Sub-Consultant Request

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

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

NDDOT Project Number N/A	NDDOT Project Control Number N/A	Prime Consultant Company Name		
Company Name	Owner			
Address	City	State	Zip Code	
Company Telephone Number	Fax Number	Email Address		

Type of Work to be Subcontracted

☐ Appraisals	☐ Environmental	☐ Planning	☐ Structural Design
☐ Architecture	☐ Geotechnical	☐ Public Involvement	☐ Survey
☐ Bridge Inspection	☐ Materials Testing	☐ Roadway Design	☐ Traffic Operations
☐ Construction Engineering	☐ Partnering Facilitation	☐ Soil Contamination	☐ Wetlands Delineation
☐ Cultural Resources	☐ Photogrammetry	☐ Steel Fabrication	☐ Other

The undersigned declares that all statements listed above are true.

Firm
Print Name
Title

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

Is Firm Currently NDDOT Certified as a DBE?	☐ Yes	☐ No
---	------------------------------	-----------------------------



Appendix A**Prime Consultant Request To Sublet**

North Dakota Department of Transportation, Environment & Transportation Services
SFN 60233 (9-2016)

Project Number	PCN	Project Description
N/A	N/A	
Sub-Consultant		Address
Prime Consultant		Address

The subcontract between the sub-consultant and prime consultant specified above contains all pertinent provisions and requirements of the prime contract with the North Dakota Department of Transportation (NDDOT). It is specifically agreed and understood by and between the prime consultant and the sub-consultant that should the Deputy Director of Engineering of the NDDOT determine that progress on any sublet item of work is not satisfactory, the Deputy Director shall notify the prime consultant in writing of that fact and the prime consultant shall have the right to terminate the subcontract by giving written notice thereof to sub-consultant, and the sub-consultant shall have no cause of action against the prime consultant or the state of North Dakota for such termination. A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount.

Name	
Title	
Sub-Consultant	
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:	
Applicable	Not Applicable
Signature	Date

Name	
Title	
Prime Consultant	
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:	
Applicable	Not Applicable
Signature	Date

Item Covered By Subcontract

Work Description	Unit	Amount
Project Support	Contract	\$0
Public Engagement	Contract	\$0
	Total	\$0

Prime Consultant: Submit original form to Consultant Administrative Services

NDDOT Use Only			
Approved: CAS or Contract Manager	Date	Percent Sublet This Request	Total Percent Sublet to Date
NDDOT Distribution: Submit one copy of Contract Documents to FileNet			



Appendix B

Cost Quote Form

(Include completed cost form in a separate page labeled "Cost Form- Vender Name" and submit with technical proposal as part of overall response.)

Cost Quote Form

The cost estimated should be based on a not to exceed cost as negotiated in discussion with the most qualified contractor.
Changes in the final contract amount and contracted extensions are not anticipated.

Required Budget Format

Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X	0.00	=	\$0.00
		X		=	0
		X		=	0
		X		=	0
1. Subtotal- Direct Labor					
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
Total Cost					



Appendix B

Certification of Final Indirect Costs

Firm Name: _____

Proposed Indirect Cost Rate: _____

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

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

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

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- ~~2.~~ This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

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

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____



Appendix C

Required Federal Contract Provisions

Buy America requirements – 23 CFR 635.410

- a. The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- b. No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - 1. The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - 2. The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - 3. The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - 4. When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- c. 1. A State may request a waiver of the provisions of this section if:
 - i. The application of those provisions would be inconsistent with the public interest;
or
 - ii. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
- 2. A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The



RFHWA will have approval authority on the request.

3. Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
 4. The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
 5. A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
 6. A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
 7. In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- d. Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

- a. Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
- b. Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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



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

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

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

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

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

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

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

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

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



Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



Expenditures:	Invoice #	Amount
02/14/25 Payroll J. Van Dyke		\$ 5,820.63
02/14/25 Accountant Fee B.Shefstad		\$ 402.93
02/14/25 Admin Fee N.Robinson		\$ 39.31
02/28/25 Payroll J. Van Dyke		\$ 5,724.87
02/28/25 Accountant Fee B.Shefstad		\$ 397.66
02/28/25 Admin Fee N.Robinson		\$ 351.26
02/28/25 Admin Fee H.Hornberger		\$ 38.43
High point network		\$ 6.30
Information Technology Department		\$ 121.28
AT&T		\$ 45.96
Total of invoices		12,948.63

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
February 28, 2025
With Comparative Totals for February 29, 2024
(Unaudited)

	February 28, 2025	February 29, 2024
ASSETS		
Cash and cash equivalents	\$ 21,348	\$ -
Restricted cash and cash equivalents	-	-
Accounts receivable	142,544	-
Intergovernmental receivable	2,496	-
Prepays	-	-
Total assets	<u>\$ 166,388</u>	<u>\$ -</u>
LIABILITIES		
Accounts payable	\$ 1,883	\$ -
Accrued salaries and benefits payable	3,212	-
Total liabilities	<u>5,094</u>	<u>-</u>
FUND BALANCE		
Nonspendable	\$ -	-
Restricted	-	-
Committed for CDMPO activities	161,294	\$ -
Assigned	-	-
Total fund balance	<u>161,294</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 166,388</u>	<u>\$ -</u>

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
February 28, 2025
With Comparative Totals for February 29, 2024
(Unaudited)

Central Dakota Metropolitan Planning Organization					
	Original Budgeted Amounts	Final Budgeted Amounts	February 28, 2025 Actual Amounts	Variance with Final Budget	February 29, 2024 Actual Amounts
REVENUES					
Federal revenues	\$ 83,205	\$ 83,205	\$ 19,212	\$ (63,993)	\$ -
Local operating revenues	\$ 6,448	\$ 6,448	38,690	32,242	-
Interest income	\$ -	\$ -	-	-	-
Total revenues	89,653	89,653	57,902	(31,751)	-
EXPENDITURES					
Current					
Salaries	23,610	23,610	20,744	2,866	-
Employee benefits	6,248	6,248	4,390	1,858	-
Professional services	70,703	70,703	1,135	69,568	-
Property services	657	657	610	47	-
Purchased services	2,205	2,205	52	2,153	-
Supplies	583	583	-	583	-
Total expenditures	104,006	104,006	26,930	77,075	-
Excess (deficiency) of revenues over (under) expenditures	(14,353)	(14,353)	30,972	45,325	-
OTHER FINANCING SOURCES (USES)					
Transfers in	86,117	86,117	86,117	(0)	-
Total other financing sources (uses)	86,117	86,117	86,117	(0)	-
Net change in fund balance	\$ 71,764	\$ 71,764	117,089	\$ 45,325	-
Fund balance, January 1			44,205		-
Fund balance, February 28			\$ 161,294		\$ -



March 6, 2025

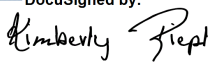
To Whom It May Concern,

The four North Dakota MPOs – Bismarck-Mandan, Central Dakota, Grand Forks-East Grand Forks, and Metro COG – have discussed reauthorization of unspent 2024 CPG funding and have come to an agreement with how it should be allocated. The remaining unspent 2024 CPG funding should be distributed to Bismarck-Mandan, Grand Forks-East Grand Forks, and Metro COG following the traditional formula funding approach tied to population, excluding the base distribution and Central Dakota as part of the calculation.

In addition, Central Dakota MPO provides the following comment to memorialize its decision to exclude itself from receiving unspent 2024 CPG funding for projects/activities in 2026:

As of March 5, 2025, the Central Dakota MPO (CDMPO) has determined that it has adequate funding relative to the projects/activities identified for 2026. To support this position, the Technical Advisory Committee has discussed projects for 2026 and 2027 twice since December 2024 in relation to known/anticipated available CPG funding for 2026 and 2027. CDMPO appears to have sufficient funding for the projects identified at least through 2026. Further informing this position is the fact that the Central Dakota MPO's inaugural Metropolitan Transportation Plan is presently underway. There will likely be more projects/activities identified following completion of the Metropolitan Transportation Plan in late 2026. Given the CDMPO is contributing the largest amount of funding to be reauthorized to the other MPOs in 2026 and more projects/activities are likely to be identified following completion of the MTP in late 2025, the CDMPO asks the other MPOs to consider these facts when undertaking this process in 2026 and provide additional opportunity to accomplish identified projects/activities using unspent 2025 CPG funding in 2027. – John Van Dyke, Executive Director, Central Dakota MPO

Thank you,

DocuSigned by:

 C36A70897E964F4...

Kim Riepl, Executive Director
 Bismarck-Mandan MPO

Signed by:

 9FE83143E9DF493...

Ben Griffith, Executive Director
 Metro COG

Signed by:

 46ED0300F25F472...

John Van Dyke, Executive Director
 Central Dakota MPO

DocuSigned by:

 BCEC8DDDE2F4403...

Stephanie Halford, Executive Director
 Grand Forks-East Grand Forks MPO