



Central Dakota MPO Policy Board Meeting
Thursday, February 26, 2026, 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 January 22, 2026 minutes as presented.

3. NEW BUSINESS

3.1. UPDATED MONTHLY ACTIVITIES DOCUMENT

This item is informational only; no action required.

3.2. TRANSIT PERFORMANCE MEASURES

Suggested Motion – I move to approve Resolution 2026-1 and Resolution 2026-2 related to transit performance measures and targets as presented.

3.3. FINANCE DOCUMENTS

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

4. OTHER BUSINESS

4.1. PAVEMENT CONDITION DATA COLLECTION TIMELINE

Suggested Motion: I move to approve that the Executive Director may engage in contract negotiations with the top ranked firm and that the

Policy Board will review and make a decision surrounding firm selection and execution of contract at the April 23 regularly scheduled meeting.

4.2. DISCUSSION ON NEED FOR POLICY BOARD RFP APPROVAL

**Data collection versus more substantive planning effort.
For Discussion**

4.3. MARCH TAC MEETING DATE MOVED FROM MARCH 10 TO MARCH 17, 2026 AT THE SAME PLACE AND TIME

This item is informational only; no action required.

4.4. FUNCTIONAL CLASS MAP - ONE TIME CHANGE SUBMISSION

This item is informational only; no action required.

4.5. POTENTIAL ADJUSTMENT TO POLICY BOARD MEETING TIME

For Discussion

4.6. OTHER BUSINESS, IF ANY

4.7. OPPORTUNITY FOR PUBLIC COMMENT

5. ADJOURNMENT

Central Dakota Metropolitan Planning Organization

Meeting Minutes



Thursday, January 22, 2026, at 4:30 PM
3rd Floor Executive Conference Room, City Hall (10 3rd Ave SW)

Mark Jantzer called the meeting to order at 4:34 PM

1. ROLL CALL

The following were present:

Burlington City- Jerick Hedges

Minot City- Lisa Olsen, Mark Jantzer, Tom Joyce

Surrey City-

Ward County- Jim Rostad, John Fjeldahl

Members Absent: Mike Thiesen

Others Present: Brittany Shefstad, Will Hutchings (virtual), Dana Larsen

2. APPROVAL OF MINUTES

2.1 REVIEW AND APPROVAL OF THE NOVEMBER 20, 2025 MINUTES

John Fjeldahl moved to approve the minutes of the December 18, 2025 meeting as presented. The motion was seconded by Lisa Olsen, and carried the following vote – ayes: Fjeldahl, Hedges, Rostad, Olsen, Jantzer, Joyce; nays: none

3. NEW BUSINESS

3.1 POLICY BOARD CHAIR AND VICE CHAIR APPOINTMENTS

John Fjeldahl nominated Jim Rostad to be the chair. The motion was seconded by Lisa Olsen, and carried the following vote – ayes: Fjeldahl, Hedges, Rostad, Olsen, Jantzer, Joyce; nays: none

John Fjeldahl nominated Jerick Hedges to be the vice chair. The motion was seconded by Mark Jantzer and carried the following vote – ayes: Fjeldahl, Hedges, Rostad, Olsen, Jantzer, Joyce; nays: none

3.2 MONTHLY ACTIVITIES

John Van Dyke provided an overview of activities that have been worked on since the last Policy Board meeting. The 2050 Metropolitan Transportation Plan was formally accepted by oversight and posted to the Central Dakota webpage on the City of Minot website. Public meetings were held for the 2026





Transportation Development Plan. Van Dyke is working on closing out the 2025 contract/UPWP.

In addition, Bailey Bosley started as the Transportation Specialist on January 12. Over the past few weeks, she's been getting access to programs and working on required training from oversight.

3.3 2025 UPWP ADMINISTRATIVE MODIFICATION #3

John Van Dyke processed the third administrative modification to the 2025 UPWP to adjust working hours in 2025 from 2,080 to 2,088. This level of specificity is not included in the 2026-2027 UPWP, which should result in less adjustments of this nature moving forward.

3.4 FINANCE DOCUMENTS

John Van Dyke reviewed the monthly financials. The expenditure list does not include all expenditures, as Van Dyke is still working with SRF Consulting on the December invoice. Approximately \$32,000 will be further expended from SRF Consulting as well as a small phone bill. There isn't expected to be any additional invoices aside from those.

With regard to projects, the Metropolitan Transportation Plan was finalized approximately \$6,000 under budget. The Transit Development Plan expended approximately \$8,000 under budget. Discussion followed surrounding the reserve account that was established last year, where the local share of what is not spent will simply roll into this interest-bearing account. This account will allow CDMPO to not rely on the City of Minot general fund to address any monthly budgetary shortfalls while awaiting reimbursement for costs from NDDOT.

Lisa Olsen moved to approve the Financial Statements as presented. The motion was seconded by John Fjeldahl and carried the following vote – ayes: Fjeldahl, Hedges, Rostad, Olsen, Jantzer, Joyce

4. OTHER BUSINESS

4.1 OTHER BUSINESS, IF ANY

Lisa Olsen brought up the time of the Board Meetings – if there is potentially an earlier time that works for everyone. Jim Rostad brought up a 4:00pm start time. Tom Joyce stated that 4:30 is more towards the end of the business day for most. John Van Dyke mentioned that Mike Thiesen works out of town and it may be more difficult for him to adjust that schedule and that any changes may be best suited when all are present. The item will be discussed at the next Policy Board meeting in February.





5. ADJOURNMENT

There being no further business, Mark Jantzer moved to adjourn the meeting. The motion was seconded by Lisa Olsen and favored by all. The meeting adjourned 5:05 PM.





To: Policy Board
From: John Van Dyke, Executive Director
Date: February 19, 2026
Subject: February 2026 Monthly Activities Report

Policy Board Members,

Previously, I provided a weekly list of tasks that were accomplished for the weeks since the prior Policy Board meeting. As the filling of the Transportation Specialist position, this format would result in numerous pages of weekly lists for each position. To accommodate the shift from reporting activities for only one person, a written summary highlighting activities for both staff will be provided. In addition, hours for each major task will be provided for both positions.

Executive Director Van Dyke focused on creation of the Request for Proposal (RFP) for the Pavement Condition Data Collection project. This required significant coordination with City of Minot Engineering staff, as the City of Minot will join CDMPO on collecting data, albeit for their local roadways. Additional coordination was obtained by meeting with both Dana Larsen, County Highway Engineer, and Lance Meyer, City of Minot Engineer to review the final document and ensure it met the needs of the organizations that maintain functionally classed roadways within the Metropolitan Planning Area.

The above noted RFP will also act as a foundational document for the Bike and Pedestrian plan that is scheduled to kick off later this year. Six bike and ped plans from North Dakota and surrounding states have been reviewed to help inform the scope of work. Additionally, Minot Parks District has confirmed desire to participate and additional area parks districts, public works and engineering departments, and others will be solicited to participate in firm selection and an eventual steering committee for the study.

Much effort has gone into identifying 2027 and 2028 plans, studies, and data acquisitions to be pursued. A shortlist of plan and studies was identified as part of the 2050 Metropolitan Transportation Plan. These were discussed and further prioritized at the January and February TAC meetings. These projects will be presented as part of the DRAFT 2027-2028 Unified Planning Work Program as part of the programming and budgeting process around April of this year.

Transportation Specialist Bailey Bosley completed two National Highway Institute courses: 1) 2 CFR 200; and 2) Integrating Transportation and Land Use. The course 2 CFR 200 focuses on administrative requirements, cost principals, and auditing revolving around federal awards and is a requirement of the annual contract with North Dakota Department of Transportation. Central Dakota MPO is the first MPO in the state to meet this requirement by oversight.

Transportation Specialist Bosley also reviewed several Transportation Improvement Programs (TIP) from other North Dakota MPOs and began assembling Central Dakota MPOs inaugural TIP document which is due no later than December 31, 2026.





Transportation Specialist Bosley also dedicated time to researching and creating a stand-alone website for the CDMPO, attending meetings and taking minutes, and learning financial processes such as reimbursement requests and requisitions.

Total hours and corresponding percentages of hours for each major task are provided in Table 1. below.

Table 1. Employee Hours by Task

PROJECT TASK	John Van Dyke		Bailey Bosley	
	HOURS	PERCENTAGE OF TOTAL HOURS	HOURS	PERCENTAGE OF TOTAL HOURS
New/Modification of Existing Agreements/Contracts & Document Branding	0	0.0%	0	0.0%
Mid-year Review	0	0.0%	0	0.0%
Data Collection and GIS Mapping	19.25	9.6%	1	0.5%
Reimbursement Requests	17.5	8.8%	46.75	23.4%
Holidays and PTO	17	8.5%	16	8.0%
TAC, Policy Board, and Other MPO Coordination Meetings	25.5	12.8%	32.25	16.1%
Central Dakota Website and Social Media	0.5	0.3%	22	11.0%
200.1 - Transit Development Plan (TDP)	27.75	13.9%	4	2.0%
200.2 - Signalized Intersections Traffic Data Collection	0	0.0%	0	0.0%
200.3 - Pavement Data Acquisition	32.5	16.3%	0	0.0%
200.4 - Bicycle and Pedestrian Plan	20	10.0%	0	0.0%
200.5 Unspecified (DO NOT USE)	0	0.0%	0	0.0%
Member Jurisdiction Transportation Planning Support and Coordination	5.5	2.8%	33.75	16.9%
Metropolitan Transportation Plan	0	0.0%	0	0.0%
Transportation Improvement Program	14.5	7.3%	40.75	20.4%
Unified Planning Work Program	20	10.0%	3.5	1.8%
Public Participation Plan	0	0.0%	0	0.0%
Total	200	100.0%	200	100.0%



RESOLUTION NO. 2026-1



A RESOLUTION ADOPTING 2025 TRANSIT SAFETY PERFORMANCE TARGETS

WHEREAS, 49 CFR Part 673 requires operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants (Section 5307) to develop an Public Transportation Agency Safety Plan, which include Safety Performance Targets; and

WHEREAS, 49 CFR 673.11(d) requires that a State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State unless the small public transportation provider notifies the State that it will draft its own plan; and

WHEREAS, Minot City Transit, a division of the City of Minot, is a small public transportation provider and recipient of FTA Urbanized Area Formula Grants (Section 5307); and

WHEREAS, Minot City Transit has elected not to draft its own plan and therefore relies on the Public Transportation Agency Safety Plan, including the Safety Performance Targets, adopted by the State of North Dakota; and

WHEREAS, the Central Dakota Metropolitan Planning Organization has one-hundred-eighty (180) days from date of receipt from the transit provider to adopt the Safety Performance Targets; and

WHEREAS, the Central Dakota Metropolitan Planning Organization received the State of North Dakota's 2025 Safety Performance Targets, which are the latest available, from Minot City Transit on January 6, 2026; and

WHEREAS, the Technical Advisory Committee, at their February 10, 2026 meeting, recommended the Policy Board adopt said Safety Performance Targets.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION AGREES TO PLAN AND PROGRAM PROJECTS SO THAT THE PROJECTS CONTRIBUTE TO THE ACCOMPLISHMENT OF THE SAFETY PERFORMANCE TARGETS INCLUDED ON TABLE 1 OF THE FOLLOWING PAGE.

PASSED AND ADOPTED THIS 26TH DAY OF FEBRUARY, 2026.

ATTEST:

APPROVED:

Executive Director

Policy Board Chair





Table 1. 2026 Safety Performance Targets

Safety Performance Measures							
1. Fatalities – total number and rate per total VRM 2. Injuries – Total number and rate per total Vehicle Revenue (VRM) 3. Safety Events – Total Number and rate per total VRM 4. System Reliability – Mean distance between major mechanical failures							
Targets for transit agencies should be based on a review of the previous 5 years safety performance data.							
Safety Performance Targets:							
Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM / failures)
Fixed Route Bus	0	0	5 or less	.2	7 or less	.28	10,000
ADA / Paratransit	0	0	1 or less	.1	1 or less	.1	70,000



RESOLUTION NO. 2026-2



A RESOLUTION ADOPTING 2025 TRANSIT ASSET MANAGEMENT PERFORMANCE TARGETS

WHEREAS, North Dakota Department of Transportation (NDDOT) is the sponsor for a group TAM Plan and has developed performance targets on behalf of their subrecipients Tier II transit agencies; and

WHEREAS, the target is a percent of revenue and nonrevenue vehicles within a particular asset class that has met or exceeded the Useful Life Benchmark (ULB); and

WHEREAS, North Dakota transit agencies provide input on ULBs while considering their local environment such as weather resiliency, local geography, frequency of service, passenger load, etc.; and

WHEREAS, the ULB thresholds set by NDDOT included the following, Buses - 14 years, Cutaways - 10 years, and Minivans, Modified vans, and Automobiles - 8 years; and

WHEREAS, these targets were set considering, FTA recommendations, 5-year history of meeting past targets, comparisons of surrounding states' ULBs, and comparisons of states of similar inventory size, climate and geography ULBs; and

WHEREAS, the target for facilities is that 0% of the transit facilities are rated with a condition rating below 3.0 on the FTA Transit Economic Requirement Model Scale; and

WHEREAS, Minot City Transit, a division of the City of Minot, is a subrecipient Tier II transit agency and elects to participate in the group TAM Plan developed by NDDOT; and

WHEREAS, the Central Dakota Metropolitan Planning Organization received the State of North Dakota's 2025 Transit Asset Management Performance Targets, which are the latest available, from Minot City Transit on January 6, 2026; and

WHEREAS, the Technical Advisory Committee, at their February 10, 2026 meeting, recommended the Policy Board adopt said Transit Asset Management Performance Targets.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION AGREES TO PLAN AND PROGRAM PROJECTS SO THAT THE PROJECTS CONTRIBUTE TO THE ACCOMPLISHMENT OF THE TRANSIT ASSET MANAGEMENT PERFORMANCE TARGETS INCLUDED ON TABLE 1 OF THE FOLLOWING PAGE.

PASSED AND ADOPTED THIS 26TH DAY OF FEBRUARY, 2026.

ATTEST:

APPROVED:

Executive Director

Policy Board Chair





Table 11. Transit Asset Management Performance Targets

Agency Name	Asset Category	Asset Class	2022 Target	2023 Target	2024 Target	2025 Target	2026 Target	2027 Target
North Dakota Department of Transportation	Equipment	Non-Revenue/Service Automobile	29%	40%	40%	37%	35%	29%
North Dakota Department of Transportation	Equipment	Other Rubber Tire Vehicles	60%	40%	40%	37%	35%	29%
North Dakota Department of Transportation	Facilities	Administrative / Maintenance Facilities	0%	0%	0%	0%	0%	0%
North Dakota Department of Transportation	Facilities	Passenger Facilities	0%	0%	0%	0%	0%	0%
North Dakota Department of Transportation	Revenue Vehicles	BU – Bus	29%	28%	15%	14%	15%	15%
North Dakota Department of Transportation	Revenue Vehicles	CU – Cutaway	15%	25%	25%	24%	28%	20%
North Dakota Department of Transportation	Revenue Vehicles	MV – Minivan	11%	20%	25%	28%	25%	24%
North Dakota Department of Transportation	Revenue Vehicles	SV – Sports Utility Vehicle	50%	50%	40%	37%	35%	40%
North Dakota Department of Transportation	Revenue Vehicles	VN – Van	36%	35%	42%	40%	35%	24%



2025 Unaudited	
Month	End of Month Cash Balance
January	-1092.53
February	22394.41
March	79964.42
April	-8572.47
May	-15664.69
June	-2190.46
July	-92990.01
August	-9529.91
September	75842.69
October	-93716.63
November	27801.78
December	37320.75

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
December 31, 2025
With Comparative Totals for December 31, 2024
(Unaudited)

	December 31, 2025	December 31, 2024
ASSETS		
Cash and cash equivalents	\$ 19,567	\$ (16,552)
Accounts receivable	119,164	198,602
Prepays	571	1,611
Total assets	<u>\$ 139,303</u>	<u>\$ 183,661</u>
LIABILITIES		
Accounts payable	\$ 80,564	\$ 136,328
Accrued salaries and benefits payable	3,543	3,128
Total liabilities	<u>84,108</u>	<u>139,456</u>
FUND BALANCE		
Nonspendable	\$ 571	1,611
Committed for CDMPO activities	54,624	42,594
Total fund balance	<u>55,195</u>	<u>44,205</u>
Total liabilities and fund balance	<u>\$ 139,303</u>	<u>\$ 183,661</u>

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
December 31, 2025
With Comparative Totals for December 31, 2024
(Unaudited)

Central Dakota Metropolitan Planning Organization					
	Original Budgeted Amounts	Final Budgeted Amounts	December 31, 2025 Actual Amounts	Variance with Final Budget	December 31, 2024 Actual Amounts
REVENUES					
Federal revenues	\$ 499,228	\$ 499,228	\$ 461,859	\$ (37,369)	\$ 272,786
Local operating revenues	\$ 38,690	\$ 38,690	38,690	0	34,370
Interest income	\$ -	\$ -	1,106	1,106	1,584
Total revenues	537,918	537,918	501,655	(36,263)	308,740
EXPENDITURES					
Current					
Salaries	141,658	141,658	128,243	13,415	67,604
Employee benefits	37,488	37,488	32,749	4,739	17,673
Professional services	424,219	424,219	404,308	19,911	251,103
Property services	3,940	3,940	4,454	(514)	1,620
Purchased services	13,230	13,230	4,635	8,595	3,035
Supplies	3,500	3,500	2,393	1,107	-
Total expenditures	624,035	624,035	576,782	47,253	341,036
Excess (deficiency) of revenues over (under) expenditures	(86,117)	(86,117)	(75,127)	10,990	(32,295)
OTHER FINANCING SOURCES (USES)					
Transfers in	86,117	86,117	86,117	(0)	76,501
Total other financing sources (uses)	86,117	86,117	86,117	(0)	76,501
Net change in fund balance	\$ 0	\$ 0	10,990	\$ 10,989	44,206
Fund balance, January 1			44,205		-
Fund balance, December 31			\$ 55,195		\$ 44,206

Expenditures:	Invoice #	Amount
12/05/25 Payroll J. Van Dyke	490237	\$ 6,075.43
12/05/25 Admin Fee H.Hornberger	490333	\$ 160.99
12/05/25 Accountant Fee B.Shefstad	490105	\$ 75.48
12/19/25 Payroll J. Van Dyke	510238	\$ 5,957.44
12/19/25 Accountant Fee B.Shefstad	510103	\$ 297.00
01/02/26 Payroll J. Van Dyke	010236	\$ 6,220.27
01/02/26 Admin Fee H.Hornberger	010330	\$ 82.55
01/02/26 Accountant Fee B.Shefstad	010101	\$ 52.67
01/16/26 Payroll J. Van Dyke	030235	\$ 1,767.57
Ebeltoft.Sickler.Lawyers PLLC	e019041f	\$ 213.00
SRF Consulting Group	18988.00 - 4	\$ 19,538.24
SRF Consulting Group	18988.00 - 5	\$ 31,451.73
NDSU	FAR-00000105374	\$ 0.60
NDSU	FAR-00000107004	\$ 19,691.50
NDSU	FAR-00000108265	\$ 11,814.90
Bolton & Menk, Inc.	0380261	\$ 16,015.62
AT&T	287342481817X12122025	\$ 46.59
AT&T	287342481817X01122026	\$ 40.35
High point networks	2799677	\$ 2.45
Q3 Office lease	1386	\$ 775.00
Q4 Office lease	1888	\$ 775.00
	Total	121,054.38

City of Minot, North Dakota
Balance Sheet
Central Dakota Metropolitan Planning Organization
January 31, 2026
With Comparative Totals for January 31, 2025
(Unaudited)

	January 31, 2026	January 31, 2025
ASSETS		
Cash and cash equivalents	\$ (63,753)	\$ (1,093)
Accounts receivable	156,349	162,023
Prepays	576	-
Total assets	<u>\$ 93,172</u>	<u>\$ 160,930</u>
LIABILITIES		
Accounts payable	\$ 700	\$ (4)
Accrued salaries and benefits payable	6,466	4,832
Total liabilities	<u>7,166</u>	<u>4,828</u>
FUND BALANCE		
Nonspendable	\$ 576	-
Committed for CDMPO activities	85,430	156,102
Total fund balance	<u>86,005</u>	<u>156,102</u>
Total liabilities and fund balance	<u>\$ 93,172</u>	<u>\$ 160,930</u>

City of Minot, North Dakota
Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget to Actual
Special Revenue Fund
January 31, 2026
With Comparative Totals for January 31, 2025
(Unaudited)

Central Dakota Metropolitan Planning Organization					
	Original Budgeted Amounts	Final Budgeted Amounts	January 31, 2026 Actual Amounts	Variance with Final Budget	January 31, 2025 Actual Amounts
REVENUES					
Federal revenues	\$ 41,602	\$ 41,602	\$ 20,237	\$ (21,366)	\$ -
Local operating revenues	\$ 3,224	\$ 3,224	39,272	36,048	34,370
Interest income	\$ -	\$ -	-	-	-
Total revenues	44,827	44,827	59,508	14,682	34,370
EXPENDITURES					
Current					
Salaries	11,805	11,805	13,872	(2,067)	10,459
Employee benefits	3,124	3,124	1,897	1,227	828
Professional services	35,352	35,352	10,000	25,352	1,135
Property services	328	328	2,818	(2,489)	488
Purchased services	1,103	1,103	112	991	-
Supplies	292	292	-	292	-
Total expenditures	52,003	52,003	28,698	23,305	12,910
Excess (deficiency) of revenues over (under) expenditures	(7,176)	(7,176)	30,810	37,987	21,460
OTHER FINANCING SOURCES (USES)					
Transfers in	87,412	87,412	87,412	-	86,117
Total other financing sources (uses)	87,412	87,412	87,412	-	86,117
Net change in fund balance	\$ 80,235	\$ 80,235	118,222	\$ 37,987	107,577
Fund balance, January 1			55,195		-
Fund balance, January 31			\$ 173,417		\$ 107,577



EXPENDITURE DETAIL

Implementing Agency

Central Dakota MPO

38251324: Central Dakota MPO 2026 UPWP

Budget Categories												
Item	Invoice	Payee	Task 100.1 - Staff Activities	Task 100.2 - Training & Travel	Task 200.1 - Transit Development Plan	Task 200.2 - Signalized Intersections Traffic Data	Task 200.3 - Pavement Data Acquisition	Task 200.4 - Bicycle & Pedestrian Plan	Task 200.5 - Unspecified Corridor Study/Plan/Data Acquisition	Task 300.1 - Overhead	Task 300.2 - ATAC Annual Fee	Total
1	030235 -Partial	1/16/26 Payroll Executive Director	4,196.36									4,196.36
2	050235	1/30/26 Payroll Executive Director	5,270.91									5,270.91
3	050234	1/30/26 Payroll Transp. Specialist	2,026.83									2,026.83
4	050098	1/30/26 Payroll Accountant	343.71									343.71
5	FAR-0000108281	North Dakota State University									10,000.00	10,000.00
6	2806052 -Partial	High Point Networks								53.90		53.90
7	2803452	High Point Networks								2.45		2.45
8	91765601	Softchoice								536.21		536.21
9	DAC5A399-0046	Minot Daily News								105.30		105.30
10	1101	Office lease								2,225.00		2,225.00
11	26-113 -Partial	AMPO Membership								515.00		515.00
12	00146	ND Planning Association								13.75		13.75
13	287342481817X01122026 -Partial	AT&T								6.20		6.20
Total Current Expenditures			11,837.81	-	-	-	-	-	-	3,457.81	10,000.00	25,295.62
Total Previously Reported												
Total Expenditures To Date			\$ 11,837.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,457.81	\$ 10,000.00	\$ 25,295.62

2025 End of Year Summary	
Total Funding Allocated	624,035.00
Total Funding Expended	577,306.10
Total Funding Remaining	46,731.19
Section 110 – Program Support	\$18,060.46
Section 120 – Planning Work Program	\$229.91
Section 130 – Training and Travel	\$2,187.73
Section 140 – Program Expenses	\$11,643.65
Section 210 – Metropolitan Transportation Plan Development	\$5,820.87
Section 220 – Transit Development Plan	\$8,748.76
Section 230 – CenDak Signalized Intersections Traffic Data Collection	-\$3.50
Section 310 – Transportation Planning Support and Coordination	\$43.32

Total Funding Remaining	46,731.19
Local Share	9,346.24
Federal Share	37,384.95



Central Dakota Pavement Condition and Analysis Report 2026

**Request for Proposals
for
Transportation Planning Services**

February 2026

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REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES

I. Purpose of Request

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

2026 Pavement Condition and Analysis Report

The Central Dakota MPO (MPO) is requesting services to evaluate pavement condition on all functionally classified collector and arterial roadways within the MPO. This is approximately 171 centerline miles and the study has a not to exceed budget of \$107,287.91. Consultants will provide data collection, assess pavement in both PCI and IRI formats, update the jurisdictions' data programs as necessary, and provide additional analysis as requested. Data will be used by the MPO to monitor their federal performance target for pavement condition, inform the next Metropolitan Transportation Plan update and fiscally constrained list of projects, and be used, as needed, during project prioritization of the annual TIP solicitation. Also, data will help the jurisdictions to execute the rehabilitation/reconstruction of functionally classified roadways. This study will be in cooperation with the cities of Minot, Burlington, and Surrey, Ward County, and North Dakota Department of Transportation (NDDOT), and will be funded in part by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

This request will also include collection of all local roads for the City of Minot. This is approximately 153 centerline miles and the City has a not to exceed budget of \$60,000. This portion of the study may be contracted with and invoiced directly to the City of Minot.

A selection committee will review and rank submittals from responding consultants based on [Section V. RFP Evaluation Criteria & Process](#) detailed in this proposal. 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 proposal. 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 and Process for Selection

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
Email: john.vandyke@centralkotampo.org

B. Proposal Submission Address

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

C. Proposal Submission Identification

Proposal for:
2026 Pavement Condition and Analysis Report
Firm's Name
Central Dakota MPO

D. Deadline and Method of Submission

All proposals must be received by noon (CDT) March 23, 2026, at which time the proposals will be opened for review. An electronic copy and five (5) 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.

Submit in a separate sealed envelope a cost proposal for the study's 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.



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:

- Ward County
- City of Minot
- City of Surrey
- City of Burlington
- Central Dakota MPO
- North Dakota DOT, Minot District

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 April 8 or 9, 2026. Should four proposals be received then all will get an interview. Firms chosen for interviews will be expected to make presentations and should prepare one. The interviews may be conducted via online service. 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 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.

G. Disadvantaged Business Enterprise

The consultant will adhere to the USDOT Disadvantaged Business Enterprise Program Requirements as outlined in the Required Federal Contract Provisions provided in Appendix C.

H. Selection and Approvals

Selection will be based on the Selection Committee's recommendation. All interviewees will be notified of the selection results by phone and/or writing. Approval of the top ranked consultant will be requested of the MPO's Technical Advisory Committee (TAC), with final selection by the Policy Board on April 23, 2026.



I. Contract Negotiations

The MPO will negotiate a price for the study 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.

Consultant will be required to prepare a scope of work and final fee schedule which will be included in the MPO's template contract as an exhibit clearly delineating the work and costs associated between the MPOs and City of Minot's portion of the project.

Draft contracts are reviewed by MPO Staff, its partners and legal counsel. Upon successful negotiations, the MPO intends to execute the contract upon staff authority. The City of Minot will have a similar, albeit separate, contract approval process to establish the joint study effort. Both the MPO and City of Minot must successfully execute the contract for the study to move forward as outlined in this proposal.

III. Proposal Format and Content

The proposal shall be no more than eight (8) single-sided pages and pages shall be numbered. In the case of double-sided printing, the reverse of page 1 would be page 2 and the body would contain four pieces of paper. The cover page, table of contents, sealed cost proposal, and appendix will not count toward the proposal page limit of eight (8) pages.

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) Staff Information including breakdown of estimated staff hours by each staff class per task.
- 5) Description of Similar Studies within the last 5 years and key staff assigned to them.
- 6) References
- 7) DBE/MBE Participation
- 8) Appendix
- 9) Sealed Cost Proposals (in a separate envelope)

Detailed requirements and directions for preparation of each section are outlined as follows:

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 study 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 study. The respondent must document a clear understanding of the RFPs entire scope of work and study intent ([see VII of RFP](#)) for the background and scope of work. 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 study.

D. Staff Information

Provide a complete staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all study participants. Please provide a 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 study. Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of study 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 Study Experience

Describe similar types of studies completed or currently under contract within the last five (5) years.



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 study. 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 the NDDOT shall be included. The percentage of the total proposed cost to be completed by the DBE shall be shown.

H. Appendix

The consultant's appendix must include the following items unless noted as 'optional'. The items included in the appendix will not count toward the eight (8) page limit and may take as many pages as needed.

- 1) Proposed Schedule: Proposed schedules should follow the preliminary study schedule as outlined in [Section IV](#). Activities may include but are not limited to:
 - a. Reconnaissance activities
 - b. Pavement Condition Collection
 - c. Steering Committee Meetings
 - d. Documents/Tech Memos for Study Milestones
 - e. Periodic Updates (via video conference or in-person) to MPO TAC and/or Steering Committee
 - f. Draft Report Development and review by MPO TAC and/or Steering Committee (requires 2-3 weeks)
 - g. Draft Report Review by NDDOT, FHWA, and FTA (requires up to 1 month)
 - h. Presentations to technical staff and elected bodies
- 2) Resumes or List of Personnel who will be assigned to work on the study (including titles, education, and/or work experience).
- 3) Sub-Consultant Information to include the primary contact, as well as contact information for any sub-consultant(s) utilized for the study.
- 4) The quality assurance/quality control program that will be used on the study. This (QC/QA) program must identify the team members, their responsibilities, and stages of development at which each is to be responsible.
- 5) Required Qualification Based Selection (QBS) Documents:
 - a. Signed Proposed Sub-Consultant Request Form, if applicable (Appendix A)



I. Sealed Cost Proposals

Submit in a separate sealed envelope a cost proposal for the study 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.

J. Optional

Consultants are encouraged to update or complete a Federal Standard Form 330 (Architect-Engineer Qualifications). The SF 330 is an NDDOT requirement, and proves the consultant is pre-qualified to provide architectural, engineering and/or planning services for NDDOT. Consultants will not be penalized if the SF 330 is not included in their proposal, but the consultant selected for contract negotiations must either be prequalified with the North Dakota Department of Transportation (NDDOT) or must provide an active SF 330 before the contract can be signed. See <https://www.dot.nd.gov/construction-and-planning/consultants-and-engineers> for link to the SF 330. All SF 330 forms will be kept on file by the MPO and forwarded to NDDOT.



IV. Preliminary Study Schedule

A. Consultant Selection

Advertise RFP to Qualified Firms	February 20, 2026
Receive Proposals	March 23, 2026 by noon CDT
Review Proposals	March 23-30, 2026
Select Interview Finalists & Notify	March 30, 2026
Interview the Finalists	April 8 or 9, 2026
Notify the Finalist	April 9, 2026
Contract Negotiations	April 9-22, 2026
TAC Recommendation to Policy Board of Selected Finalist	April 14, 2026
MPO Policy Board Approval	April 23, 2026
City of Minot City Council Approval	May 4, 2026

B. Study Development

Notice to Proceed	May 5, 2026
Collection Dates	May 18-July 13, 2026
Full Preliminary Draft to TAC and/or Steering Committee	September 14, 2026
Revised Preliminary Draft to NDDOT/FHWA/FTA for Review	October 12, 2026
Full Final Draft	November 20, 2026
Presentation of Final Draft to Minot City Council	December 7, 2026
Presentation of Final Draft to TAC	December 8, 2026
Presentation of Final Draft to Policy Board	December 17, 2026
Last Date for Reimbursable Work	December 31, 2026



V. 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:

- 1) Proposal Evaluation Criteria and Weight
 - a. 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 study. (Weight 25%)
 - b. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. (Weight 25%)
 - c. 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 study output. (Weight 15%)
 - d. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. The team should indicate other significant studies being worked on, the percent of involvement, and probable completion date of the individual's work on the study. (Weight 25%)
 - e. Provide a time schedule for completion of each task and the entire study, with appropriate time for review. Demonstrate the team has the resources necessary to complete the study. (Weight 10%)
- 2) Interview Evaluation Criteria and Weight
 - a. Observations on existing conditions and key study information. (Weight 20%)
 - b. 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%)
 - c. Innovative approaches and concepts. (Weight 25%)
 - d. Experience and capabilities in delivery of similar studies of both key personnel and the team. (Weight 20%)
 - e. Quality of interview. Comment on specific reasons why the firm should be selected for the team. (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.



VI. 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 initially selected consultant cost proposal. 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.

D. 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.

The above applies to all work provided for the MPO. A separate or three-way contract with City of Minot will be required for work performed beyond the work provided for the MPO.

E. Required Federal Contract Provisions

Federally funded studies executed by the MPO require the inclusion of specific clauses in all contracts. Consultants should be prepared to abide by the necessary clauses and include each verbatim and unaltered in all potential contracts with the Central Dakota MPO. The clauses can be found in Appendix C: Required Federal Contract Provisions.

F. Ownership of Work Product

An additional clause not included in Appendix C, but required due to the use of Federal Funds, is the "Ownership of Work Product" clause. Consultants and sub-consultants should be prepared to abide by the following:

Ownership of Work Product: All work products and copyrights of the contract, which result from the contract, are the exclusive property of the Central Dakota MPO and NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



G. 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.

H. Disclosure of Proposal

At the conclusion of the selection process, the contents of all proposals will be subject to the State of North Dakota's Open Records Law and may be open to inspection by interested parties. Any information included in the proposal that the proposing party believes to be a trade secret or proprietary information must be clearly identified in the proposal. Any identified information documented as such and protected by law may be exempt from disclosure.



VII. Background and Scope of Work

A. Local Conditions

The climate for the City of Minot is quite varied, consisting of summers where temperatures can reach over 100° F and winters where they can fall to -30° F or lower. The average temperature in January is 14° F and in July it is 72° F. The average annual precipitation is variable with an average of 17.8 inches. An average of 50 inches of snow falls per year typically between October and April. In an average year the frost depth averages about 4.5 feet and the ground remains frozen from approximately December 1 through May 1. The streets are typically cleaned of residual deicing solutions, sand and/or salt in mid-May.

B. One Study; Two Clients

Central Dakota Metropolitan Planning Organization (CDMPO) was established as a byproduct of the 2020 Census when the area reached over 50,000 population. The CDMPO facilitates coordination of regional transportation planning and data collection efforts for the cities of Burlington, Minot, and Surrey, and parts of Ward County (Metropolitan Planning Area).

City of Minot performs pavement condition data collection, data processing, and import into the City of Minot's pavement management system software and GIS software every three to five years, with the last efforts occurring in 2017 and 2022. To align with City of Minot's update schedule and benefit from cost efficiencies related to mobilization, CDMPO seeks to collect regional data for all functionally classified roadways within the Metropolitan Planning Area. There will be either be two separate contracts or a three-way contract entered as part of this study as follows:

- 1) CDMPO – For all functionally classified roadways within the Metropolitan Planning Area (see Map 1. in Section IX); and
- 2) City of Minot – For all local roadways within the corporate limits of the City of Minot (see Map 2. in Section IX).

C. Scope of Work

The consultant selected shall provide professional services for pavement evaluation which may include, but not be limited to the following:

- 1) Study initiation, including:
 - a. Kick off meeting with Staff.
 - b. Coordination with existing geospatial and pavement management systems.
- 2) Project management
 - a. Activities required to manage the study including staff, equipment, and documentation.
 - b. Lead staff update meetings at appropriate times throughout the study.



- c. Preparation of progress reports, documenting travel and expense receipts, and preparing and submitting invoices in a timely manner.
 - d. Monthly progress reports.
- 3) Geo-Referenced Pavement Data Collection
 - a. Including high resolution downward and outward facing imagery.
 - b. Pavement evaluation including International Roughness Index (IRI) and Pavement Condition Index (PCI).
- 4) Quality Control of data collection, evaluation, and import into databases.
- 5) Pavement management software updates, as required.
- 6) Image viewer software installation and database creation or linkage of pavement evaluation data and digital images to existing GIS systems.
- 7) Analysis of pavement condition scores and development of condition reports.
Analysis and reports may include:
 - a. Condition report noting pavement scores AND additional analysis on longevity of the roadway as a PDF, GIS-shapefiles with metadata and map layer file with symbology, or similar format.
 - b. Locally derived or locally assumed cost tables
 - c. Established Priorities
 - d. Network level budget scenarios over a 15-year analysis period with cost consequences, projected pavement conditions index values, and condition distribution graphs for at least the scenarios of:
 - i. Unconstrained Budget
 - ii. Backlog Elimination
 - iii. Worst First
 - iv. Condition Stabilization to PCI 80
 - v. Anticipated Future Budget with Preventative Work (i.e. Cracks Seal & Chip Seal)
 - vi. Anticipated Future Budget with No Preventative Work
 - e. Consultant should provide an ordered list and graphical map of roadways to improve over the next 5-7 years. This would note which roadway/sections to improve, the year of improvement, and the type of improvement (mill and overlay vs reconstruction).
- 8) Provide final presentations.
 - a. Staff-level technical update robust enough for the city staff or consultant to address the Council about the report. This is to be given in person or by web-based video conference.

This study will include data collection, data processing, and import into the City of Minot's pavement management system software and GIS software for the entire study. GIS data should include shapefiles with metadata, map layer file with symbology, and map packages or similar format.

The Central Dakota MPO Metropolitan Planning Area (MPA) includes approximately 126 centerline miles of collector and minor arterial roadways and 51 centerline miles of state federal highways. There are an additional 9.3 centerline miles that are presently in-process of being added to the functionally classed system bringing the total centerline miles for collector and arterial roadways in the MPA to approximately 186.3.



The City of Minot network consists of approximately 153 centerline miles (300 lane miles) of local streets in Minot.

The City of Minot currently utilizes PAVER version 7.1.3 and ArcGIS Enterprise 10.8.1 software.

The Pavement Condition Index data shall be collected and imported into PAVER in accordance with ASTM D6433 and include collection and import of International Roughness Index (IRI) data. Approximately one-third of each street section area is to be collected with a minimum of one sample unit of 2500 SF $\pm$ 1000 SF for street sections with an area less than 3,500 SF and a minimum of two sample units is to be collected for street sections with an area of 3,500 SF to less than 12,000 SF and a minimum of 3 sample units for an area of 12,000 SF to less than 25,000 SF. The street network should include both directions of travel (or multiple lanes when the street section lanes are in the same direction) on arterial and collector roadways, and in either direction for local roadways.

Additional analysis may be requested to identify jurisdictional-specific repair programs, which will include timing of repair and cost.

Additional analysis may be requested to perform structural testing for an anticipated project area and associated training in regards to interpretation of the data for project rehabilitation selection.

D. Study 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 September 14, 2026
2. A final draft document by noon November 13, 2026

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 study or at its conclusion.



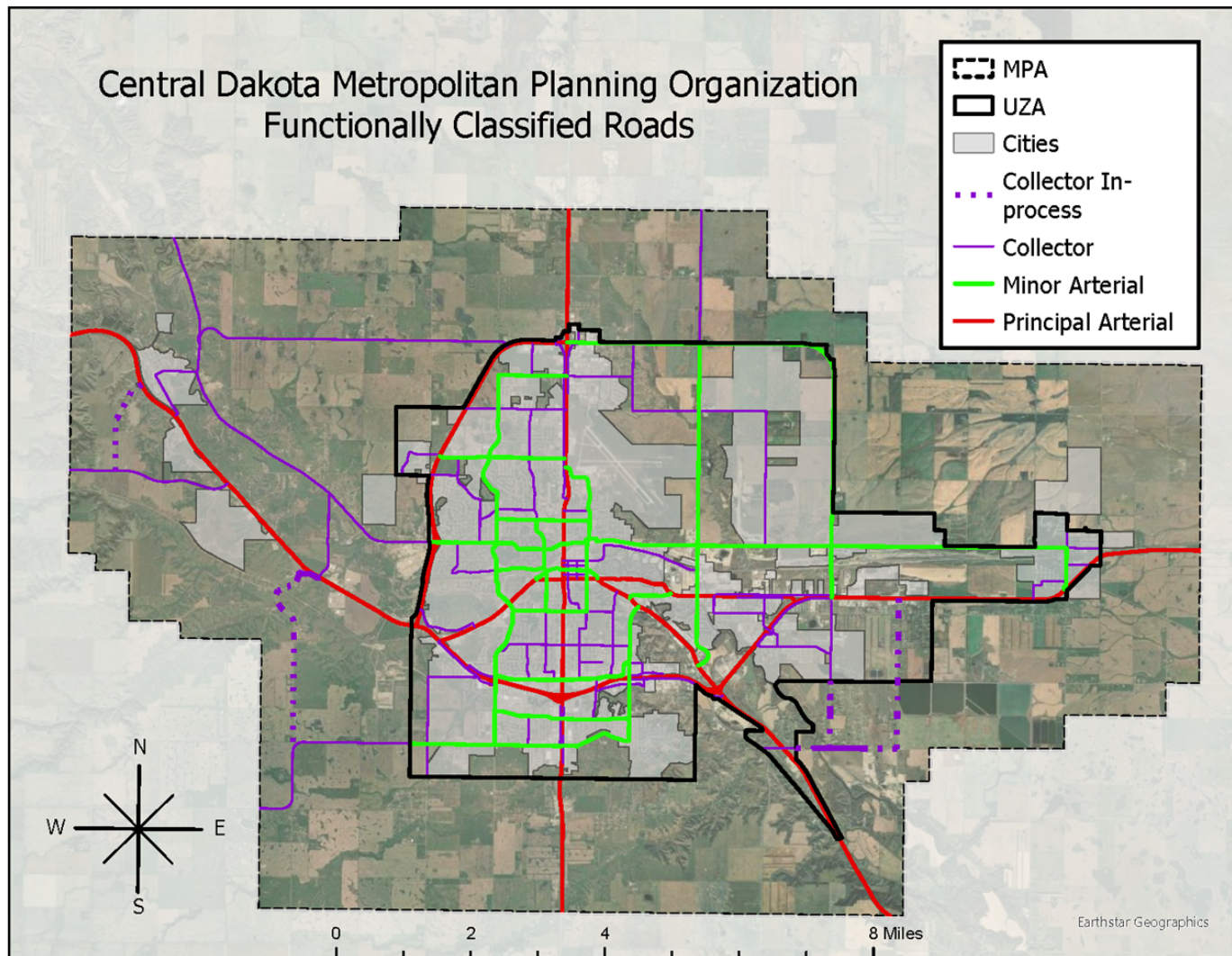
VIII. Information Available for Consultant

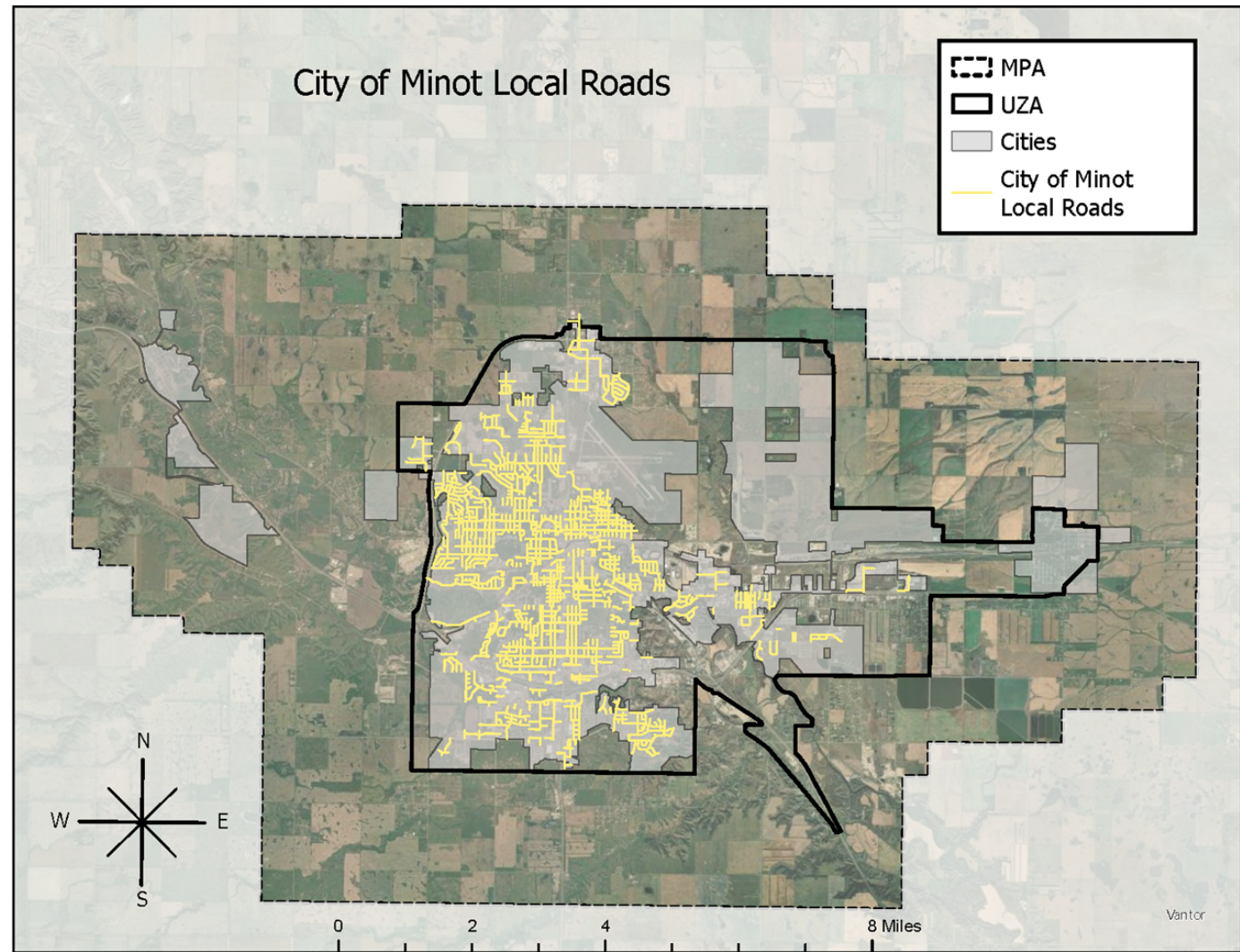
The following resources/data/information is available upon request:

- 1) Prior City of Minot PAVER® Pavement Management System Reports including PAVER® Technical Documentation (2018 and 2023);
- 2) GIS geodatabase information;
- 3) 2025 aerial photography and contours for Minot;
- 4) Street records including pavement section and width, date paved, and miscellaneous additional design information;
- 5) Minot maintenance project records;



IX. Maps





X. Appendices

Appendix A

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
---	------------------------------	-----------------------------



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):



CITY OF MINOT, RECIPIENT APPENDIX A 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 as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices. When the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts. Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases



of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



CITY OF MINOT

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 non-discrimination 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 **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 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 6-25



Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS
635.410
23 CFR

- (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.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
Appendix II (C)

41 CFR 60-1.4(b) and 2 CFR Part 200

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions



shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the



United States to enter into such litigation to protect the interests of the United States.

* * * *

- (c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*
- (d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*
- (e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*
- (f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

2 CFR Part 200 Appendix II (C)

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

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 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 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 Appendix II (A)

2 CFR Part 200

- (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 APPENDIX II (B)

2 CFR Part 200

- (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 Appendix II (F)

CFR Part 200

- (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
Appendix II (I)

2 CFR Part 200

- (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 -
Appendix II (J)

2 CFR Part 200

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





To: Seng Marohl

From: Central Dakota MPO

Date: February 2, 2026

Subject: Street Reclassification Request

Dear Ms. Marohl,

The Central Dakota Metropolitan Planning Organization is requesting to reclassify one roadway within the MPO's Urbanized Area from Local to Collector. The roadway was included in the collector percentages based upon the FHWA guidance on arterial/collector miles when the Central Dakota MPO submitted substantial changes in 2025. The roadway segment was classified as an existing collector and not existing local roadways, as they should have been.

The roadway segments of note is:

- 72nd Street SE between US Highway 2 and the southern Urbanized Area limits.

The MPO is not proposing any changes to the Urbanized Area limits as part of this request.

Preemptive thank you for the consideration of this request. Please reach out to the Central Dakota MPO at 701.420.4524 if there are any questions, concerns or revisions needed.

Sincerely,

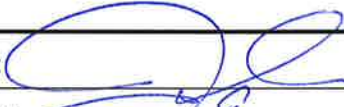
A handwritten signature in blue ink, appearing to read "John Van Dyke". The signature is fluid and cursive, with a large loop at the end.

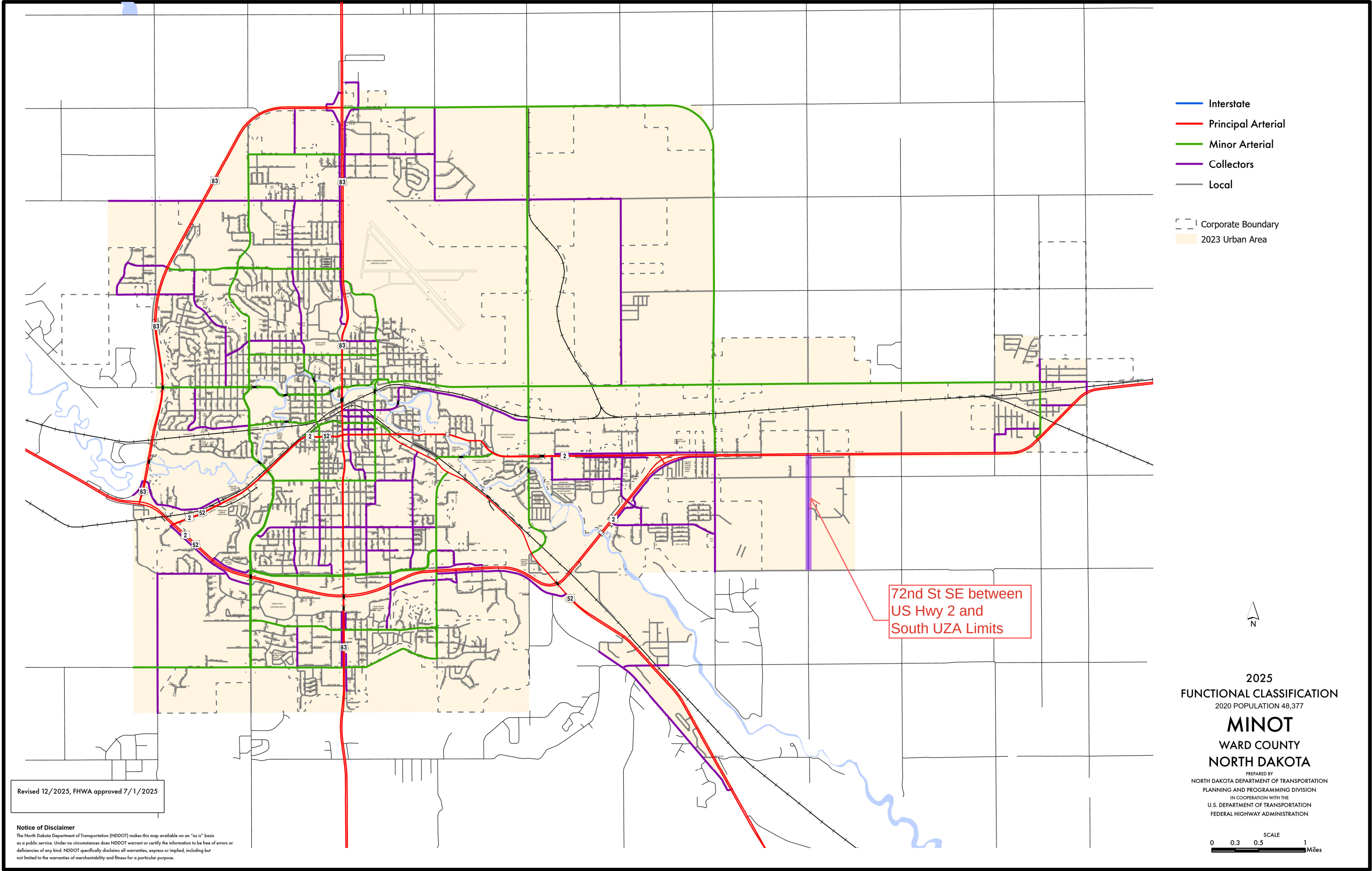
John Van Dyke
Executive Director
Central Dakota Metropolitan Planning Organization

Cc: Dana Larsen, Ward County Engineer
Lance Meyer, City of Minot Engineer
Stephen Joersz, City of Minot Traffic Engineer



North Dakota Roadway Functional Classification Change Request

Date of Request: 01-30-2026		Route Number (and/or name): 72nd Street SE	
Current Functional Classification: Local		Proposed Functional Classification: Collector	
City/County: (Please attach map) Ward County	Project Control Number (PCN): (If applicable)	New, or existing roadway? Existing	
Proposed mileage to be reclassified: 1.25 Miles	Begin point: US Highway 2	End point: South UZA Boundary / 20th Avenue SE	
Description of affected roadway segment: This section of 72nd Street SE is also functions as Ward County Highway 14. The roadway is a rural highway with 12-foot lanes and 2-foot shoulders.			
Current National Highway System (NHS) Designation: None		Proposed NHS Designation: None	
Current Highway Performance Classification System (HPCS) Designation: None		Proposed HPCS designation: None	
Current Route Ownership/Jurisdiction: Ward County		Proposed Route Ownership/Jurisdiction: Ward County	
Origination of request: Central Dakota MPO			
Reason for change in functional classification: Growth in southeast Minot has transitioned the roadway to a rural collector.			
Signature: 		Date: 2/2/26	
Signee's Title: Executive Director, Central Dakota MPO			
Instructions: 1. Before submitting, please assure the form is filled out completely, including signature and date. 2. Also, please attach a copy of an appropriate City or County Functional Classification map from the NDDOT Web pages (https://www.dot.nd.gov/business/maps.htm) that clearly designates the roadway(s) being proposed for a change of functional classification. 3. The form, map, and any other documents or materials deemed supportive may be scanned into PDF format and transmitted as attachments via E-mail to Denny Johnson in the Planning/Asset Management Division – Data Management & Statistical Support Section at dennjohnson@nd.gov .			



Revised 12/2025, FHWA approved 7/1/2025

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2025
FUNCTIONAL CLASSIFICATION
2020 POPULATION 48,377
MINOT
WARD COUNTY
NORTH DAKOTA
PREPARED BY
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
PLANNING AND PROGRAMMING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
0 0.3 0.5 1
Miles