



Central Dakota MPO Technical Advisory Committee Meeting

Tuesday, March 17, 2026, at 10:30 AM

Public Works Conference Room 3, Public Works (1025 31st St SE)

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 THE FEBRUARY 10, 2026 MINUTES

**Suggested Motion: I move to approve the minutes of the February 10, 2026 meeting as presented.**

3. OLD BUSINESS

3.1. 2027-2028 UNIFIED PLANNING WORK PROGRAM DISCUSSION

**Suggested Motion: I move to recommend Policy Board direct the Executive Director to move forward with the plans and funding assumptions as presented.**

4. NEW BUSINESS

4.1. BIKE AND PED PLAN RFP

**Suggested Motion: I move to recommend Policy Board approve the RFP as presented subject to necessary changes identified by NDDOT and any grammatical and textual corrections.**

5. OTHER BUSINESS

5.1. DISCUSSION ON NEED FOR POLICY BOARD RFP APPROVAL

**Suggested Motion: I move to recommend Policy Board approve the revisions of the Administrative Policy Manual pertaining to Requests for Proposals as presented.**

5.2. ADJUSTMENT TO POLICY BOARD MEETING TIME

**This item is informational only; no action required.**

5.3. OTHER BUSINESS, IF ANY

5.4. OPPORTUNITY FOR PUBLIC COMMENT

***State what you want the Council/Mayor to do – this will become their motion. List each action separately.***

6. ADJOURNMENT



# Central Dakota MPO Technical Advisory Committee Meeting Minutes

Tuesday, February 10, 2026, at 10:30 AM  
Public Works Conference Room 3,  
Public Works (1025 31<sup>st</sup> St SE)

John Van Dyke called the meeting to order at 10:30 AM

## 1. ROLL CALL

The following were present:

**Burlington City-** David Anders  
**Minot City-** Doug Diedrichsen, Lance Meyer, Brian Horinka  
**Surrey City-** Jesse Berg  
**Ward County-** Dana Larsen  
**NDDOT-** Will Hutchings  
**MPO Director-** John Van Dyke

Absent: Sarah Karhoff, Beth Pietsch, Korby Seward

Others Present: Tony Francis (virtual), Paul Benning (virtual), Matt Kinsella (virtual), John Forman (virtual), Kristen Sperry (virtual), Bailey Bosley

## 2. APPROVAL OF MINUTES

### *2.1 REVIEW AND APPROVAL OF THE DECEMBER 9, 2025 MINUTES*

Motion to approve the minutes of the January 13, 2026 meeting as presented by Lance Meyer, seconded by Jesse Berg, and favored by all.

## 3. OLD BUSINESS

### *3.1 2027-2028 PLANS, STUDIES, AND DATA ACQUISITIONS CONTINUED*

John Van Dyke stated the primary focus was to ensure that there is adequate funding set aside for the 2055 Metropolitan Transportation Plan and all the activities leading up to it. This would include data purchases and additional travel demand modeling. This left us looking at the 4<sup>th</sup> Ave NW Corridor Plan, the 21<sup>st</sup> Ave NW Corridor Plan and the Fringe Area Road Master Plan. John Van Dyke received refined estimates on those plans. Prior figures applied leftover funding divided between the 4<sup>th</sup> Ave and 21<sup>st</sup> Ave plan. However, refined estimates are in the range of \$200,000 to \$250,000 for the corridor plans and approximately \$180,000 for the Fringe Area Roadmaster Plan. John Van Dyke stated that based on the refined estimates, funding would reasonably be available for only two of the three plans and asked members which two plans were the priority at this time. Van Dyke did note that the new transportation reauthorization bill could provide additional funding that would allow for the third plan, but with the information we have at this time it's best to choose two. Jesse Berg asked Lance Meyer





when phase 4 of flood control is going to move forward and if the 4<sup>th</sup> Ave NW Corridor plan could wait until construction is almost completed. Lance indicated that the 4<sup>th</sup> Ave NW Corridor plan could wait and that between the two corridor plans, 21<sup>st</sup> Ave NW seems more pressing at this time. Hutchings asked how many of these plans came from the MTPs recommendation and Van Dyke stated all of them. Everyone suggested to move forward with the 21<sup>st</sup> Ave Corridor Plan and allocate the 4<sup>th</sup> Ave Corridor Plan funds to the 21<sup>st</sup> Ave Plans. John Van Dyke stated that staff activities, training, and travel can be refined on an annual basis to put some additional funding elsewhere to create a little bit of a buffer. Jesse Berg asked what the estimates came in for Fringe Area Road Master Plan and John Van Dyke stated it was estimated at \$180,000. Van Dyke will come back next month with updated spreadsheets illustrating the funding distribution, which will also ultimately lead to an amendment of the 2026-2027 UPWP to denote the specific plans to be kicked off in 2027.

## 4. NEW BUSINESS

### *4.1 Transit Safety and Asset Management Performance*

John Van Dyke was notified by FTA that we needed to adopt safety performance standards. This usually occurs as part of an update or amendment to a Metropolitan Transportation Plan or a Transportation Improvement Program. We do not have a TIP and normally it would just get updated as part of the TIP. Once received, there is 180 days from receipt of performance measures from the Transit Operator. Central Dakota MPO received the performance measures in early January (2026). Revised figures will be updated annually as part of the TIP process. Brian Horinka made a motion to recommend Policy Board approve the Safety Performance Targets and Transit Asset Management Targets as presented. Doug Diedrichsen seconded the motion, and favored by all.

## 5. OTHER BUSINESS, IF ANY

### *5.1 Functional Class One-Time Change Request*

John Van Dyke submitted a Functional Class Update working with the City of Minot and Ward County. One of the maps showed 72<sup>nd</sup> St SE in the urbanized area as an existing collector, but was never formally approved by the State or FHWA. Because it wasn't already denoted in their records as an existing collector and the original submission from mid-2025 didn't denote it as a new change, it simply remained a local road. This conflicts with the submission by Ward County for the rural system and is necessary to have the roadway tie back into another functionally classed roadway, one of the requirements to be functionally classed. It was not brought to Policy Board before submitting because Policy Board already assumed it was part of the system when they approved the map submitted last year. Ultimately, this was an administrative error and is being corrected.





### *5.2 Discuss adjustment of March TAC Meeting Date to Accommodate Member Attendance at ND Transportation Conference*

John Van Dyke suggested a change to the March TAC meeting date, as many members have indicated they will be going to the ND Transportation Conference scheduled, in part, on the same day. The suggested motion is to move the meeting back one week to March 17<sup>th</sup>. Motion was made by Lance Meyer to approve the March TAC meeting date, Brian Horinka seconded the motion, and the vote was favored by all.

### *5.3 Other Business, if any*

Brian Horinka asked about the upcoming Spring 2026 ND MPO Director's Meeting, which includes invitations to Transit Operators. Horinka does have conflicts, but may be able to step away from prior obligations if needed. Hutchings noted that there will be a transit component to the discussions, but that it likely wouldn't be substantive enough to warrant interfering with prior obligations if he is unable to attend.

Dana Larsen indicated that the grant agreement for the SW Corridor Connector Study is about to be approved and therefore that project is getting closer to kick-off. Dana is hoping to have the project wrapped up in December 2027, but it could be pushed back to Spring the following year.

### *5.4 Opportunity for Public Comment*

No public present.

## **6. ADJOURNMENT**

Van Dyke asked for a motion to adjourn the meeting. So moved by Lance Meyer, seconded by Will Hutchings, and passed unanimously. Meeting adjourned at 11:20 am.



| Task                                                       | Funding Source      |                     |                     |                   |                    |                    |                   |
|------------------------------------------------------------|---------------------|---------------------|---------------------|-------------------|--------------------|--------------------|-------------------|
|                                                            | Total Budgeted      | Federal Share       | Local Share         | Burlington        | Minot              | Ward County        | Surrey            |
| <b>Section 100 - Program Support and Administration</b>    | <b>\$275,479.35</b> | <b>\$220,383.48</b> | <b>\$55,095.87</b>  | <b>\$1,101.92</b> | <b>\$38,016.15</b> | <b>\$14,875.88</b> | <b>\$1,101.92</b> |
| 100.1 Staff Activities                                     | \$270,479.35        | \$216,383.48        | \$54,095.87         | \$1,081.92        | \$37,326.15        | \$14,605.88        | \$1,081.92        |
| 100.2 Training and Travel                                  | \$5,000.00          | \$4,000.00          | \$1,000.00          | \$20.00           | \$690.00           | \$270.00           | \$20.00           |
| <b>Section 200 - Plans, Studies, and Data Acquisitions</b> | <b>\$364,216.47</b> | <b>\$291,373.18</b> | <b>\$72,843.29</b>  | <b>\$1,456.87</b> | <b>\$50,261.87</b> | <b>\$19,667.69</b> | <b>\$1,456.87</b> |
| 200.1 Signalized Intersections Traffic Data Collection     | \$12,000.00         | \$9,600.00          | \$2,400.00          | \$48.00           | \$1,656.00         | \$648.00           | \$48.00           |
| 200.2 Bicycle and Pedestrian Plan*                         | \$74,654.43         | \$59,723.54         | \$14,930.89         | \$298.62          | \$10,302.31        | \$4,031.34         | \$298.62          |
| <i>Portion Funded via Complete Streets (CS)</i>            | <i>\$10,351.52</i>  | <i>\$8,281.22</i>   | <i>\$2,070.30</i>   | <i>\$41.41</i>    | <i>\$1,428.51</i>  | <i>\$558.98</i>    | <i>\$41.41</i>    |
| 200.3 21st Ave NW Corridor Study                           | \$142,167.04        | \$113,733.63        | \$28,433.41         | \$568.67          | \$19,619.05        | \$7,677.02         | \$568.67          |
| 200.4 Fringe Area Road Master Plan                         | \$135,395.00        | \$108,316.00        | \$27,079.00         | \$541.58          | \$18,684.51        | \$7,311.33         | \$541.58          |
| 200.5 2055 Metropolitan Transportation Plan                | \$0.00              | \$0.00              | \$0.00              | \$0.00            | \$0.00             | \$0.00             | \$0.00            |
| 200.6 Socioeconomic Data Purchase                          | \$0.00              | \$0.00              | \$0.00              | \$0.00            | \$0.00             | \$0.00             | \$0.00            |
| 200.7 Origin-Destination Data Purchase                     | \$0.00              | \$0.00              | \$0.00              | \$0.00            | \$0.00             | \$0.00             | \$0.00            |
| 200.8 Travel Demand Model by ATAC                          | \$0.00              | \$0.00              | \$0.00              | \$0.00            | \$0.00             | \$0.00             | \$0.00            |
| <b>Section 300 - Overhead and ATAC Annual Fee</b>          | <b>\$34,500.00</b>  | <b>\$27,600.00</b>  | <b>\$6,900.00</b>   | <b>\$138.00</b>   | <b>\$4,761.00</b>  | <b>\$1,863.00</b>  | <b>\$138.00</b>   |
| 300.1 Overhead                                             | \$24,500.00         | \$19,600.00         | \$4,900.00          | \$98.00           | \$3,381.00         | \$1,323.00         | \$98.00           |
| 300.2 ATAC Annual Fee                                      | \$10,000.00         | \$8,000.00          | \$2,000.00          | \$40.00           | \$1,380.00         | \$540.00           | \$40.00           |
| <b>CPG Program Totals</b>                                  | <b>\$642,945.82</b> | <b>\$514,356.66</b> | <b>\$128,589.16</b> | <b>\$2,571.78</b> | <b>\$88,726.53</b> | <b>\$34,719.07</b> | <b>\$2,571.78</b> |
| <b>2027 Reauthorization (2025 Turnback)</b>                | <b>\$31,250.00</b>  | <b>\$25,000.00</b>  | <b>\$6,250.00</b>   | <b>\$125.00</b>   | <b>\$4,312.50</b>  | <b>\$1,687.50</b>  | <b>\$125.00</b>   |
| <b>CPG Program Totals</b>                                  | <b>\$674,195.82</b> | <b>\$539,356.66</b> | <b>\$134,839.16</b> | <b>\$2,696.78</b> | <b>\$93,039.03</b> | <b>\$36,406.57</b> | <b>\$2,696.78</b> |

\*Complete Streets funding will be utilized to accomplish this plan (See Section 200.2 for Complete Streets planning activity detail)

2027

| Task                                                       | Funding Source      |                     |                     |                   |                    |                    |                   |
|------------------------------------------------------------|---------------------|---------------------|---------------------|-------------------|--------------------|--------------------|-------------------|
|                                                            | Total Budgeted      | Federal Share       | Local Share         | Burlington        | Minot              | Ward County        | Surrey            |
| <b>Section 100 - Program Support and Administration</b>    | <b>\$287,581.18</b> | <b>\$230,064.95</b> | <b>\$57,516.24</b>  | <b>\$1,150.32</b> | <b>\$39,686.20</b> | <b>\$15,529.38</b> | <b>\$1,150.32</b> |
| 100.1 Staff Activities                                     | \$282,581.18        | \$226,064.95        | \$56,516.24         | \$1,130.32        | \$38,996.20        | \$15,259.38        | \$1,130.32        |
| 100.2 Training and Travel                                  | \$5,000.00          | \$4,000.00          | \$1,000.00          | \$20.00           | \$690.00           | \$270.00           | \$20.00           |
| <b>Section 200 - Plans, Studies, and Data Acquisitions</b> | <b>\$329,128.82</b> | <b>\$263,303.06</b> | <b>\$65,825.76</b>  | <b>\$1,316.52</b> | <b>\$45,419.78</b> | <b>\$17,772.96</b> | <b>\$1,316.52</b> |
| 200.1 Signalized Intersections Traffic Data Collection     | \$12,480.00         | \$9,984.00          | \$2,496.00          | \$49.92           | \$1,722.24         | \$673.92           | \$49.92           |
| 200.2 Bicycle and Pedestrian Plan*                         | \$0.00              | \$0.00              | \$0.00              | \$0.00            | \$0.00             | \$0.00             | \$0.00            |
| 200.3 21st Ave NW Corridor Study                           | \$82,832.96         | \$66,266.37         | \$16,566.59         | \$331.33          | \$11,430.95        | \$4,472.98         | \$331.33          |
| 200.4 Fringe Area Road Master Plan                         | \$50,135.61         | \$40,108.49         | \$10,027.12         | \$200.54          | \$6,918.71         | \$2,707.32         | \$200.54          |
| 200.5 2055 Metropolitan Transportation Plan                | \$70,680.25         | \$56,544.20         | \$14,136.05         | \$282.72          | \$9,753.87         | \$3,816.73         | \$282.72          |
| <i>Portion Funded via Complete Streets (CS)</i>            | <i>\$10,558.56</i>  | <i>\$8,446.85</i>   | <i>\$2,111.71</i>   | <i>\$42.23</i>    | <i>\$1,457.08</i>  | <i>\$570.16</i>    | <i>\$42.23</i>    |
| 200.6 Socioeconomic Data Purchase                          | \$8,000.00          | \$6,400.00          | \$1,600.00          | \$32.00           | \$1,104.00         | \$432.00           | \$32.00           |
| 200.7 Origin-Destination Data Purchase                     | \$45,000.00         | \$36,000.00         | \$9,000.00          | \$180.00          | \$6,210.00         | \$2,430.00         | \$180.00          |
| 200.8 Travel Demand Model by ATAC                          | \$60,000.00         | \$48,000.00         | \$12,000.00         | \$240.00          | \$8,280.00         | \$3,240.00         | \$240.00          |
| <b>Section 300 - Overhead and ATAC Annual Fee</b>          | <b>\$35,880.00</b>  | <b>\$28,704.00</b>  | <b>\$7,176.00</b>   | <b>\$143.52</b>   | <b>\$4,951.44</b>  | <b>\$1,937.52</b>  | <b>\$143.52</b>   |
| 300.1 Overhead                                             | \$25,880.00         | \$19,600.00         | \$4,900.00          | \$98.00           | \$3,381.00         | \$1,323.00         | \$98.00           |
| 300.2 ATAC Annual Fee                                      | \$10,000.00         | \$8,000.00          | \$2,000.00          | \$40.00           | \$1,380.00         | \$540.00           | \$40.00           |
| <b>CPG Program Totals</b>                                  | <b>\$652,590.00</b> | <b>\$522,072.00</b> | <b>\$130,518.00</b> | <b>\$2,610.36</b> | <b>\$90,057.42</b> | <b>\$35,239.86</b> | <b>\$2,610.36</b> |
| <b>2027 Reauthorization (2025 Turnback)</b>                | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>     |
| <b>All Totals</b>                                          | <b>\$652,590.00</b> | <b>\$522,072.00</b> | <b>\$130,518.00</b> | <b>\$2,610.36</b> | <b>\$90,057.42</b> | <b>\$35,239.86</b> | <b>\$2,610.36</b> |

\*Complete Streets funding will be utilized to accomplish this plan (See Section 200.5 for Complete Streets planning activity detail)

2028



## 2026-2027 Central Dakota MPO Bike and Pedestrian Plan

**Request for Proposals  
for  
Transportation Planning Services**

March 2026

## Table of Contents

|       |                                                      |    |
|-------|------------------------------------------------------|----|
| I.    | Purpose of Request.....                              | 3  |
| II.   | General Instructions and Process for Selection ..... | 4  |
| III.  | Proposal Format and Content.....                     | 6  |
| IV.   | Preliminary Project Schedule.....                    | 10 |
| V.    | RFP Evaluation Criteria & Process .....              | 11 |
| VI.   | Terms and Conditions.....                            | 12 |
| VII.  | Background and Scope of Work .....                   | 14 |
| VIII. | Information Available for Consultant.....            | 17 |
| IX.   | Maps .....                                           | 18 |
| X.    | Appendices.....                                      | 19 |

|            |                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------|
| Appendix A | Sub-Consultant Request Form, if applicable, and Prime Consultant Request to Sublet, if applicable |
| Appendix B | Cost Proposal and Certification of Final Indirect Costs                                           |
| Appendix C | Title VI Assurances, and Risk Management Appendix, and Required Federal Contract Provisions       |



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:

### **2026-2027 Central Dakota MPO Bike and Pedestrian Plan**

The Central Dakota MPO (MPO) is requesting services to evaluate bike and pedestrian facilities throughout the Metropolitan Planning Area (MPA), which includes the cities of Minot, Burlington, Surrey, and parts of Ward County. The study has a not-to-exceed budget of \$150,000 across 2026 and 2027. Budget for 2026 is presently \$61,928.83 and \$88,071.17 for 2027. The selected consultant will assess the existing network, engage the public, identify gaps and demand for new facilities, determine project priorities and corresponding funding, as well as propose policies supportive of the long-term health of the system that aligns with communitywide goals.

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).

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:  
2026-2027 Central Dakota MPO Bike and Pedestrian Plan  
Firm's Name  
Central Dakota MPO

### D. Deadline and Method of Submission

All proposals must be received by noon (CDT) April 21, 2026, at which time the proposals will be opened for review. An electronic copy and five (5) printed 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 an 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 representatives from jurisdictional bodies, user groups, and individual residents passionate about this mode of travel. These include, but are not limited to:

- Ward County
- City of Minot
- City of Surrey
- City of Burlington
- Central Dakota MPO
- Area Parks Districts
- Residents

Once the 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 May 7 or 8, 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 May 28, 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.

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.

## **III. Proposal Format and Content**

The proposal shall be no more than twelve (12) 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 six pieces of paper. The cover page, table of contents, sealed cost proposal, and appendix will not count toward the proposal page limit of twelve (12) 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 (3) 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 twelve (12) 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. Major milestones and associated deliverables
  - b. Public engagement activities
  - c. Periodic updates (via video conference or in-person) to MPO TAC and/or Steering Committee
  - d. Final presentations to TAC, Policy Board, individual member jurisdictions, and parks districts
  - e. Components of plan creation as provided in [Section VII](#) of this RFP
  - f. Steering committee meetings
  - g. Documents/Tech memos for study milestones
- 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) 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

March 30, 2026

---



|                                                         |                            |
|---------------------------------------------------------|----------------------------|
| Select Interview Finalists & Notify                     | March 30, 2026             |
| Receive Proposals                                       | April 21, 2026 by noon CDT |
| Review Proposals                                        | April 23-30, 2026          |
| Interview the Finalists                                 | May 7 or 8, 2026           |
| Notify the Finalist                                     | May 8, 2026                |
| TAC Recommendation to Policy Board of Selected Finalist | May 12, 2026               |
| MPO Policy Board Approval                               | May 28, 2026               |
| Contract Negotiations                                   | May 29-June 15, 2026       |

## **B. Study Development**

|                                                                  |                            |
|------------------------------------------------------------------|----------------------------|
| Notice to Proceed                                                | June 16, 2026              |
| Full Preliminary Draft                                           | July 6, 2027               |
| Revised Preliminary Draft to NDDOT/FHWA/FTA for Review           | August 23, 2027            |
| Full Final Draft                                                 | October 4, 2027            |
| Presentation of Final Draft Member Jurisdictions/Parks Districts | October 5-November 5, 2027 |
| Presentation of Final Draft to TAC                               | November 9, 2027           |
| Presentation of Final Draft to Policy Board                      | November 18, 2027          |



## 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 coordination with members of the Selection Committee, will evaluate the proposals and interviews 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 timeline 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%)

Firms will be evaluated on the above criteria by the Selection Committee, with scores of each member being aggregated to determine the firm's total score. The proposal scores will determine which firms receive the opportunity for an interview. The firm that receives the highest interview score will be contacted for contract and fee negotiations 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.

### 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

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).

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 de-icing solutions, sand and/or salt in mid-May.

### B. Scope of Work

The consultant will provide a bike and pedestrian plan with a planning horizon of no less than twenty (20) years. Focus should be on identification of community priorities, a list of projects and a corresponding funding strategy for implementation over the same timeframe.

The scope of work will include the following components:

#### 1) Assessment of Existing Network Conditions

The existing network conditions should be assessed for the entire Metropolitan Planning Area (MPA). This will include the compilation of crash data, existing facilities by type, major origins and destinations,

This component of the planning effort will also include a pedestrian and bicycle demand analysis, evaluating spatial data such as:

- i. Population density
  1. Total
  2. 17 and under
  3. 65 and older
- ii. Employment density
- iii. Presence of shopping
- iv. Schools
- v. Households with no access to vehicles
- vi. Presence of transit



## 2) Public Engagement

Public engagement is critical to facilitate and support implementation following plan adoption. A variety of methods should be used to meaningfully engage the public for input. This may include, but is not limited to:

- i. Pop-ups at community events
- ii. One-on-one listening sessions
- iii. Focus groups
- iv. Interactive mapping activities
- v. Public input sessions
- vi. Walk/Bike audits
- vii. Surveys
- viii. Prioritization Exercises
- ix. Presentations to elected bodies

## 3) Goals, Objectives, and Policies

Goals, objectives, and policies should be developed based on review of existing network conditions, public input, discussions with user groups, and consultation with jurisdictions that maintain ownership and maintenance responsibility of capital assets. A review of existing applicable plans should be conducted to ensure alignment with other past planning efforts.

This component of the plan should result in the establishment of performance measures to track progress and help identify priority projects over time, as well as assist toward the compilation and generation of data to support discretionary grant applications. Goal areas should address, at a minimum, matters of traffic safety/calming, complete streets, and public education.

## 4) Pedestrian and Bicycle Facility Gap Analysis

Gaps in the existing system should be identified using spatial analysis to determine where connections and facility improvements could be incorporated. This effort should tie heavily to the pedestrian and bicycle demand analysis to determine investment priority areas for new and/or expanded facilities.

Data for the City of Minot and area shared use pathways should generally be up-to-date and available for this effort, although sidewalk data for the Cities of Burlington and Surrey may need to be produced. 2025 aerial imagery is available and is not expected to be a significant effort due to the limited number of facilities in these two communities. Nonetheless, this should be factored into the estimates generated to accomplish this task.

## 5) Project Identification and Funding Strategies

A list of projects should be identified and prioritized that include planning level cost estimates. The identified projects should be accompanied by a funding strategy, with larger projects including construction phasing over the course of several funding cycles.



A handful of demonstration projects should be identified that can be explored without significant and permanent investment.

### **C. Study Deliverables**

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

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

The resulting report will meet the requirements of the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

All Geographic Information Systems (GIS) data should include shapefiles with metadata, map layer file with symbology, and map packages or similar format.

The consultant is required to provide no less than a final presentation to each member jurisdiction, Central Dakota Technical Advisory Committee, Policy Board, and, at the request of North Dakota Department of Transportation, FHWA, and FTA, a collective presentation to saif overseeing agencies.



## VIII. Information Available for Consultant

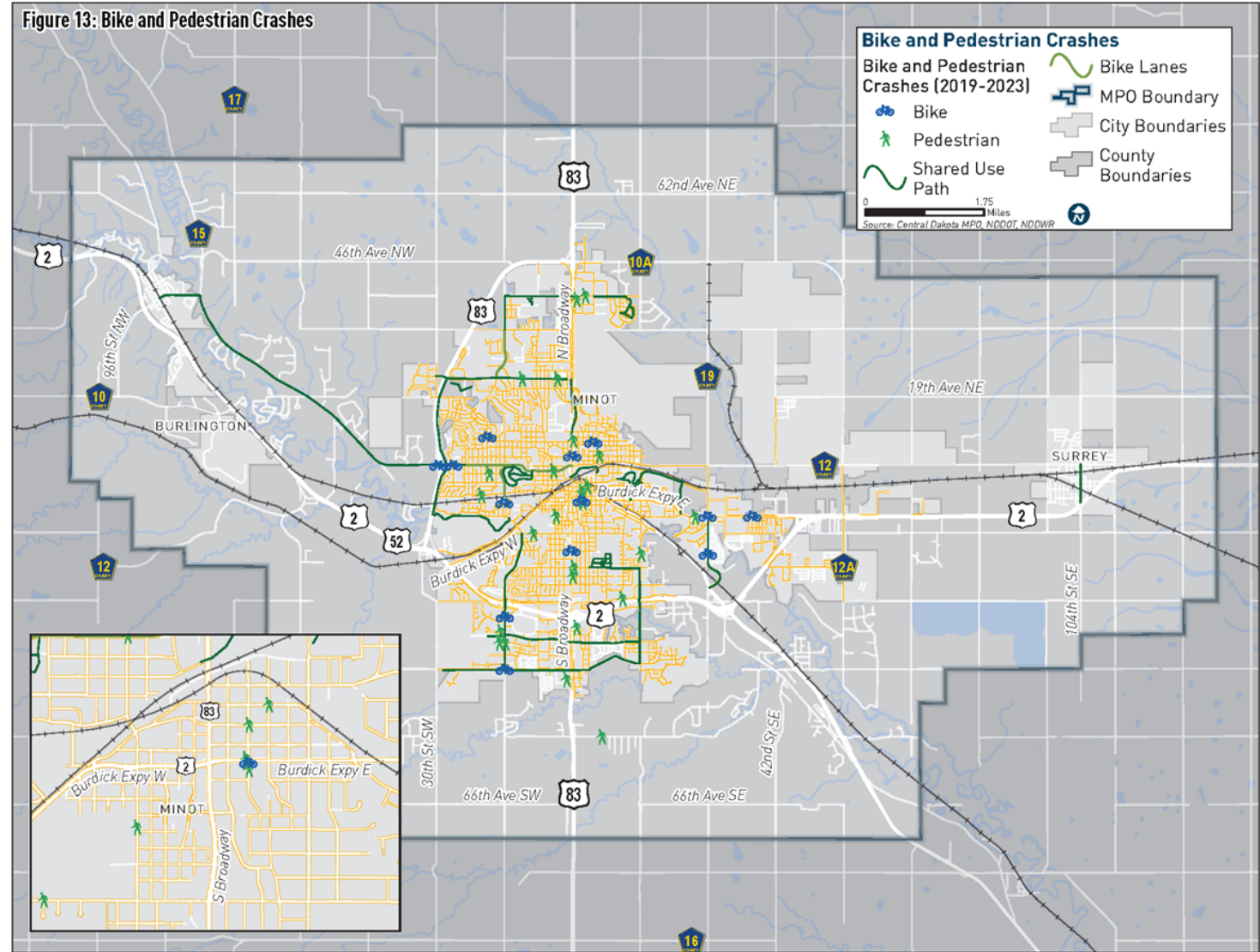
The following resources/data/information is available upon request:

- 1) Sidewalks (Minot) and Shared Use Pathway (MPA) shapefiles
- 2) 2025 aerial photography (MPA) and contours (Minot) & Surrey (partial))
- 3) [2050 Metropolitan Transportation Plan](#)



IX. Maps

Existing Conditions



## 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.

|                                    |                                            |                                      |                      |                 |
|------------------------------------|--------------------------------------------|--------------------------------------|----------------------|-----------------|
| <b>NDDOT Project Number</b><br>N/A | <b>NDDOT Project Control Number</b><br>N/A | <b>Prime Consultant Company Name</b> |                      |                 |
| <b>Company Name</b>                | <b>Owner</b>                               |                                      |                      |                 |
| <b>Address</b>                     |                                            | <b>City</b>                          | <b>State</b>         | <b>Zip Code</b> |
| <b>Company Telephone Number</b>    |                                            | <b>Fax Number</b>                    | <b>Email Address</b> |                 |

#### Type of Work to be Subcontracted

|                                                   |                                                  |                                             |                                               |
|---------------------------------------------------|--------------------------------------------------|---------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Appraisals               | <input type="checkbox"/> Environmental           | <input type="checkbox"/> Planning           | <input type="checkbox"/> Structural Design    |
| <input type="checkbox"/> Architecture             | <input type="checkbox"/> Geotechnical            | <input type="checkbox"/> Public Involvement | <input type="checkbox"/> Survey               |
| <input type="checkbox"/> Bridge Inspection        | <input type="checkbox"/> Materials Testing       | <input type="checkbox"/> Roadway Design     | <input type="checkbox"/> Traffic Operations   |
| <input type="checkbox"/> Construction Engineering | <input type="checkbox"/> Partnering Facilitation | <input type="checkbox"/> Soil Contamination | <input type="checkbox"/> Wetlands Delineation |
| <input type="checkbox"/> Cultural Resources       | <input type="checkbox"/> Photogrammetry          | <input type="checkbox"/> Steel Fabrication  | <input type="checkbox"/> Other                |

The undersigned declares that all statements listed above are true.

|                   |
|-------------------|
| <b>Firm</b>       |
| <b>Print Name</b> |
| <b>Title</b>      |

|                  |             |
|------------------|-------------|
| <b>Signature</b> | <b>Date</b> |
|------------------|-------------|

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        |
| <b>Total</b>      |          | <b>\$0</b> |

**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 |
|                                                                             |      |                             |                              |
| <b>NDDOT Distribution:</b> 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*

| <b>1. Direct Labor</b>               | <b>Hours</b> | <b>X</b> | <b>Rate</b> | <b>=</b> | <b>Total</b> |
|--------------------------------------|--------------|----------|-------------|----------|--------------|
| 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               |              |          |             |          |              |
| <b>Total Cost</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):

---



## 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.





## Contents

|                                                                              |          |
|------------------------------------------------------------------------------|----------|
| <u>Introductory Statement.....</u>                                           | <u>3</u> |
| <u>1.0 Finance .....</u>                                                     | <u>3</u> |
| <u>1.1. Member Dues .....</u>                                                | <u>3</u> |
| <u>1.1.1. Forms of Payment .....</u>                                         | <u>3</u> |
| <u>1.2. Maximum Purchase Amount Prior to PB Authorization Required .....</u> | <u>3</u> |
| <u>1.3. Monthly Bills .....</u>                                              | <u>3</u> |
| <u>1.4. Reserve Funding .....</u>                                            | <u>4</u> |
| <u>2.0 Administrative.....</u>                                               | <u>4</u> |
| <u>2.1. Requests for Time Off .....</u>                                      | <u>4</u> |
| <u>2.2. Grievance Procedure .....</u>                                        | <u>4</u> |
| <u>2.2.1. Executive Director.....</u>                                        | <u>4</u> |
| <u>2.2.2. Employees Other Than Executive Director.....</u>                   | <u>4</u> |
| <u>2.3. Disciplinary Policy .....</u>                                        | <u>5</u> |
| <u>2.4. Wage Ranges.....</u>                                                 | <u>5</u> |
| <u>2.5. Wage Adjustments .....</u>                                           | <u>5</u> |
| <u>2.5.1. Cost of Living Adjustment (COLA) .....</u>                         | <u>5</u> |
| <u>2.5.2. Merit-based Adjustments .....</u>                                  | <u>6</u> |
| <u>2.6. Performance Reviews .....</u>                                        | <u>6</u> |
| <u>2.6.1. Executive Director.....</u>                                        | <u>6</u> |
| <u>2.6.2. Staff .....</u>                                                    | <u>6</u> |
| <u>3.0 Professional services .....</u>                                       | <u>6</u> |
| <u>3.1 Requests for Proposals .....</u>                                      | <u>6</u> |
| <u>3.1.1 Data Acquisitions .....</u>                                         | <u>6</u> |
| <u>3.1.2 Technical Studies .....</u>                                         | <u>7</u> |
| <u>3.1.3 All Other Proposals .....</u>                                       | <u>7</u> |
| <u>Introductory Statement.....</u>                                           | <u>2</u> |
| <u>1.0 Finance .....</u>                                                     | <u>2</u> |
| <u>1.1. Member Dues .....</u>                                                | <u>2</u> |
| <u>1.1.1. Forms of Payment .....</u>                                         | <u>2</u> |
| <u>1.2. Maximum Purchase Amount Prior to PB Authorization Required .....</u> | <u>2</u> |
| <u>1.3. Monthly Bills .....</u>                                              | <u>2</u> |
| <u>1.4. Reserve Funding .....</u>                                            | <u>3</u> |





|                                                       |   |
|-------------------------------------------------------|---|
| <u>2.0 Administrative</u>                             | 3 |
| <u>2.1. Requests for Time Off</u>                     | 3 |
| <u>2.2. Grievance Procedure</u>                       | 3 |
| <u>2.2.1. Executive Director</u>                      | 3 |
| <u>2.2.2. Employees Other Than Executive Director</u> | 3 |
| <u>2.3. Disciplinary Policy</u>                       | 4 |
| <u>2.4. Wage Ranges</u>                               | 4 |
| <u>2.5. Wage Adjustments</u>                          | 4 |
| <u>2.5.1. Cost of Living Adjustment (COLA)</u>        | 4 |
| <u>2.5.2. Merit-based Adjustments</u>                 | 5 |
| <u>2.6. Performance Reviews</u>                       | 5 |
| <u>2.6.1. Executive Director</u>                      | 5 |
| <u>2.6.2. Staff</u>                                   | 5 |





## INTRODUCTORY STATEMENT

This document is intended to provide direction on routine organizational activities. The Central Dakota MPO (CDMPO) is ever-evolving and it can be expected this document will be revised frequently for the foreseeable future. Any policy included in this document is in effect as of the "effective date" included on the cover page and replaces all prior policies adopted regarding the same. These policies and procedures and other personnel statements that may be issued from time to time, are not a contract of any kind. Although they reflect current policy, they may be amended or rescinded without notice at the discretion of the CDMPO Policy Board.

Further, the CDMPO and City of Minot operate under a Memorandum of Understanding (MOU) fully executed on November 21, 2024 that outlines responsibilities and formalizes the organizational arrangement between each party and is incorporated herein. Where a conflict is identified between this manual and the MOU, deference is given to the subject as outlined in the MOU.

Finally, as outlined in the CDMPO MOU dated November 21, 2024, the CDMPO is provided HR services from the City of Minot. As this manual is ever-evolving, subjects not addressed in this manual shall defer to the City of Minot Employee Policy Manual as may be updated from time to time. Any question as to the applicability of this manual will be deferred to the PB for guidance and the manual subsequently updated.

## 1.0 Finance

### 1.1. Member Dues

Each member jurisdiction is to pay annual dues in full as outlined in the adopted UPWP. Dues should be received by the CDMPO no later than February 15 of the respective year. An invoice will be generated and distributed to each member jurisdiction by the CDMPO in sufficient time to ensure that payment can be made by each respective member jurisdiction by the February 15 deadline.

#### 1.1.1. Forms of Payment

All member dues shall be made by check or alternative form of payment that does not result in processing/additional fees incurred by CDMPO. Should a member pay member dues which result in processing/additional fees incurred by CDMPO, the member jurisdiction shall reimburse CDMPO in the amount of the processing/additional fees incurred.

### 1.2. Maximum Purchase Amount Prior to PB Authorization Required

The Executive Director (ED) is authorized discretion on the purchase of goods and services not exceeding five-thousand dollars (\$5,000) prior to requiring approval by the Policy Board (PB). For purchases above this amount, the ED must obtain pre-approval by the PB.

### 1.3. Monthly Bills

All invoices for recurring and expected expenses that have been previously reviewed and approved by the PB through another means, such as contract approval or other explicit PB action, or comply with the Maximum Purchase Amount Prior to PB Authorization Required, are to be processed and paid as they are received following review and approval by the ED. An expense report is to be included in the monthly financial report for review and approval of the PB.





#### 1.4. Reserve Funding

The CDMPO is to establish a reserve fund not to exceed one-hundred-thirty-thousand dollars (\$130,000). The reserve fund will be funded through unspent member dues each year up to this amount. Beyond this amount, any unspent member dues will be redistributed back to member jurisdictions proportionately to the member dues collected for the respective UPWP.

## 2.0 ADMINISTRATIVE

### 2.1. Requests for Time Off

Requests for scheduled time off must be submitted to the employee's supervisor as soon as possible. The ED will inform the PB Chair of any scheduled time off.

### 2.2. Grievance Procedure

#### 2.2.1. Executive Director

The PB has the sole authority to discipline or terminate the ED.

#### 2.2.2. Employees Other Than Executive Director

The grievance procedure is defined as a procedure whereby any employee who is adversely affected by a decision of the Executive Director may require the decision be reviewed by one (1) or more PB members having the authority to reverse the decision. The procedure is as follows:

1. Appeal to PB Chair: An employee who has a grievance with the ED shall first discuss the matter with the PB Chair. The PB Chair shall then discuss the matter with the ED. Finally, the PB Chair shall provide direction to the ED and aggrieved employee in writing.
2. Appeal to Three-member Panel: Either the ED or aggrieved employee may appeal the decision of the PB Chair. A written summary of the matter shall be provided to the PB Chair by the appellant within five (5) business days following receipt of the PB Chair's written decision. The PB Chair will direct the ED to coordinate the creation of a panel comprised of three (3) of the seven (7) PB members, each representing a different member jurisdiction, with the PB Chair being one (1) of the three (3) members. The three-member panel shall confer with the aggrieved employee and the ED before rendering a decision. The decision shall be provided in writing and delivered to the aggrieved employee and ED within five (5) working days of conferring with both the aggrieved employee and the ED.
3. Appeal to Policy Board: Either the ED or aggrieved employee may appeal the decision of the three-member panel. A written summary of the matter shall be provided to the PB Chair by the appellant within five (5) business days following receipt of three-member panel's written decision. The PB Chair will direct the ED to coordinate a special meeting of the PB. The PB shall confer with the aggrieved employee and the ED before rendering a decision. The decision of the PB is final.

The grievance procedure outlined above does not apply to:

1. Employee terminations related to probationary employment; or
2. For just cause or due to a reduction in force; or
3. Employee transfers for the good of the service.





## 2.3. Disciplinary Policy

TBD

## 2.4. 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 1. below provides Central Dakota MPO positions and their City of Minot nearest equivalents.

*Table 1. CDMPO-City of Minot Position Equivalencies*

| 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                         |

## 2.5. 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.

### 2.5.1. 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.

#### 2.5.2. 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.

#### 2.6. Performance Reviews

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

##### 2.6.1. 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.

##### 2.6.2. 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.

## 3.0 PROFESSIONAL SERVICES

### 3.1 Requests for Proposals

Solicitations for professional services that require the creation of a request for proposal following the qualifications-based-selection process established by North Dakota Department of Transportation shall follow the process outlined in the subsequent sections unless the Policy Board provides direction otherwise.

In any event, firm selection and contracts for services must be approved by the PB.

#### 3.1.1 Data Acquisitions

Requests for proposals that surround data acquisitions where the data being acquired is inherently obvious within its title and its purpose has been clearly outlined within the respective Unified Planning Work Program may be submitted directly to North Dakota Department of Transportation without review and recommendation by TAC and subsequent approval by PB.





### 3.1.2 Technical Studies

Requests for proposals that are highly technical in nature as can reasonably be inferred by the scope of work to be conducted, where the purpose for the technical study is clearly established in the Unified Planning Work Program and for which there is no direct public input component, may be submitted directly to North Dakota Department of Transportation without review and recommendation by TAC and subsequent approval by PB.

### 3.1.3 All Other Proposals

All other proposals not outlined in Section 3.1.1 and 3.1.2 are required to be presented to TAC for review and recommendation and subsequent approval by PB.

DRAFT

