

# Grand Forks - East Grand Forks Metropolitan Planning Organization

## **Grand Forks – East Grand Forks Metropolitan Planning Organization**

### **Request for Proposals for Transportation Planning Services**

### **US 2 and US Bus 2 Study**

In East Grand Forks, MN

**August 2016**

**REQUEST FOR PROPOSALS  
FOR  
TRANSPORTATION PLANNING SERVICES**

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

US 2 and US Bus 2 Study

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of \$60,000 dollars.

All proposals received by **October 7, 2016**, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) copies of the proposal. The full length of each proposal should not exceed twenty-five (25) double-sided pages, including any supporting material, charts, or tables. MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal, and are encouraged to use materials that are easily recycled. Electronic proposals are preferred in Microsoft Word or Adobe Acrobat format, however they must be easily reproducible by MPO in black-and-white. A sealed cost proposal must still be provided in hard copy by noted due date. Submittals must be received no later than **October 7, 2016** at noon (Grand Forks local time). Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

**Earl Haugen**  
**Executive Director**  
**Grand Forks – East Grand Forks MPO**  
**600 DeMers Ave.**  
**East Grand Forks, Minnesota 56721**  
[earl.haugen@theforksmpo.org](mailto:earl.haugen@theforksmpo.org)  
Phone: 701/746/2657

Fax versions will not be accepted as substitutions for hard copies of proposals. Once submitted, the proposals become the property of MPO.

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**REQUEST FOR PROPOSALS FOR  
TRANSPORTATION PLANNING SERVICES**

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**I. PURPOSE OF REQUEST**

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

**US 2 AND US BUS 2 STUDY**

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

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

**II. GENERAL INSTRUCTIONS**

*A. Any questions or comments regarding this proposal should be submitted to:*

**Earl Haugen  
Executive Director  
GF/EGF MPO  
600 DeMers Ave  
East Grand Forks, MN 56721**

**Phone: 701/746-2660  
FAX: 701/787-3755  
e-mail: earl.haugen@theforksmpo.org**

*B. Proposals shall be submitted to:*

**GF/EGF MPO  
600 DeMers Ave  
East Grand Forks, MN 56721**

*C. All proposals must be clearly identified and marked as follows:*

**Proposal For:  
US 2 and US Bus 2 Study  
Firm's Name  
GF/EGF MPO**

**All proposals must be received by noon October 7, 2016** at which time the technical proposals will be opened for review. Cost proposals will remain sealed in a secure place until technical ranking is complete and contract negotiations begin. Ten (10) 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.

#### **D. *Selection Committee***

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

- MnDOT District 2 Planning Engineer
- Polk County Engineer
- 1 staff from City of East Grand Forks Engineering Department
- MPO Executive Director
- 1 staff from City of East Grand Forks Public Works Department

Once the written proposals are received, the Selection Committee will meet to rank the proposals. An interview will be scheduled with the firms that submit the top three ranked proposals. 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 proposal that may not be clear. Firms chosen for interviews will be expected to make presentations, and should prepare one. The interviews may be conducted in person at the MPO Offices. Firms may be asked to verbally expand upon particular points in their written proposal and should be prepared to do so.

#### **E. *Respondent Qualifications***

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

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

#### **F. *Disadvantaged Business Enterprise***

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

##### **1. Policy**

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

##### **2. DBE Obligation**

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

#### **G. *Equal Employment Opportunity***

In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. The consultant will take action to ensure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials. The consultant will furnish all necessary information and reports and will permit access to its books, records, and accounts by the MPO and/or its representatives including state and federal agencies, for purposes of investigation to ascertain compliance with non-discrimination provisions or any resultant contract.

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

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

***I. Records, Access, and Audits***

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

***J. Conflicts of Interest***

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

***K. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certification; and Restriction on Lobbying***

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

***L. Subcontracting***

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

**M. *Assignments***

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

**N. *Procurement - Property Management***

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

**O. *Termination***

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

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

**P. *Amendments***

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

**Q. *Civil Rights***

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

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

**R. *Civil Rights - Noncompliance***

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

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

**S. *Energy Efficiency***

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

**T. *Handicapped***

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

**U. EPA Clean Act and Clean Water Acts**

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

**V. Successors in Interest**

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

**W. Waivers**

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

**X. Notice**

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

**Y. Hold Harmless**

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

**Z. Compliance with Federal Regulations**

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable federal and state laws, regulation, and procedures. Moreover, the contractor affirms its compliance with the federal Debarment and Suspension Certification and the federal Restrictions on Lobbying.

**III. PRELIMINARY PROJECT SCHEDULE**

**A. Consultant Selection**

Advertise RFP to Qualified Firms	August 30, 2016
Receive Proposals	October 7, 2016
Selection Committee Activity:	
Review Proposals	October 7-12, 2016
Proposal Interviews	October 13-14, 2016
Select Finalist	October 14, 2016
Contract Negotiations Completed	October 18, 2016
MPO Policy Board Approval of Consultant Selection and Contract	October 19, 2016

## **B. Project Development**

Notice to Proceed	October 19, 2016
Draft Report Submittal	March 31, 2017
Final Report Submittal	April 30, 2017

## **IV. RFP EVALUATION CRITERIA & PROCESS**

The MPO in close coordination with members of the Steering Committee will evaluate the written proposals based on, but not limited to, the following criteria and their weights:

### **A. Understanding the Scope-of-Work and Proposed Project Approach (25 points)**

1. Does the firm demonstrate an understanding of the study objectives?
2. What is the consultant's approach to performing the scope-of-work effectively and efficiently?
3. What is the proposed schedule for completing the study?
4. What is the firm's proposed public input plan?

### **B. Related Experience on Similar Projects (25 points)**

1. How familiar is the firm with this kind of work?
2. Does the firm have a history of successfully completing similar kinds of studies?

### **C. Past Performance (15 points)**

1. Does the firm routinely deliver desired products in a timely manner?
2. Does the consultant routinely demonstrate initiative, efficient use of time and resources, and reliability in completing their projects?

### **D. Expertise of the Technical and Professional Team Members Assigned to the Project (25 points)**

1. What are the technical and professional skills of each team member?
2. What will be the assigned role each member will play?

### **E. Recent, Current, and Projected Workloads of Persons Working on the Project (10 points)**

1. Can the team members devote the time and resources necessary to successfully complete this project?

Each proposal will be evaluated on the above criteria by the Selection Committee. After RFP review, the Committee will schedule oral interviews. The Committee will determine which firm would best provide the services requested by the RFP. The qualifying firm chosen by the Selection Committee will enter into a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.

**The MPO is an Equal Opportunity Employer.**

## **V. TERMS AND CONDITIONS**

- A. The MPO reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.
- B. The MPO reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to the MPO the services set forth in the attached specifications, or until one or more of the proposals have been approved by the MPO Policy Board.

- D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the MPO shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MPO and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The MPO reserves the right to reject any agreement that does not conform to the Request for Qualification and any MPO requirements for agreements and contracts.
- F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.

## **VI. PROPOSAL FORMAT AND CONTENT**

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (to be bound separately)

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

### **A. Introduction and Executive Summary**

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number, FAX number, and e-mail address, if available.
2. Year established (include 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**

Respond to each of the following questions, and please cite the question before each answer.

1. Identify the respondent's authorized negotiator.

Give name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.

2. Provide workload and manpower summaries to define respondent's ability to meet project time line.

### **C. Summary of Proposed Technical Process**

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document his/her clear understanding of the RFPs entire scope of work and project intent for the US 2 and US Bus 2 Study, data requirements, public participation process, and alternative evaluation methodology. Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect timely, satisfactory completion of this project.

#### **D. Project Staff Information**

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

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

#### **E. Similar Project Experience**

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

#### **F. References**

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

#### **G. DBE/MBE Participation**

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the NDDOT or MNDOT as a DBE/MBE shall be included in the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification by either the NDDOT or Mn/DOT shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown.

#### **H. Cost Proposals/Negotiations**

##### 1. Cost Proposals

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposal and secured unopened until the technical evaluation process is completed. Only the cost proposal from the top ranked technical proposal will be opened during the negotiation process. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B.

##### 2. Contract Negotiations

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

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

### **VII. BACKGROUND AND SCOPE OF WORK**

**A. Background:** The study area is comprised of roughly 2 miles of US 2 on the easterly edge of the city of East Grand Forks and the county of Polk in Minnesota. The study area project limits are approximately from the intersection of Polk Co 17 on the north to Mn220S on the south. The study area contains five (5) existing intersection varying in size, geometry and spacing. The intersecting crossroads at the existing interchanges are governed by various jurisdictions. Generally, the study area will focus on the right-of-way associated with US 2 with the exception of the existing and proposed intersections. Attached is a map identifying the specific study area to be considered.

Following will be the general north/south bounds of the study area including the existing intersections and the intersecting roadways within the study area:

- Intersection of US 2 and Polk Co 83
- Intersection of US 2 and Polk Co 17
- Intersection of US Bus 2 and Polk Co 17
- Intersection of US 2 and US Business 2
- Intersection into Stable Days Youth Ranch (old River Bend golf course)
- Intersection of US 2 and 180<sup>th</sup> St.
- Intersection of US 2 and Mn 220 S (south) and Polk Co 72 (north)

The study area includes a number of challenges and considerations when considering a future transportation system. The comprehensive impacts from the future development, particularly in the east side of the metro area, are just beginning to materialize and the interstate system and its interchanges are expected to experience increased traffic. While the 2040 LRTP forecasts no capacity problems at any of the existing intersections, MnDOT did complete a District Safety Plan that identified the US 2 and Bus 2 intersection as having a safety issue. Additionally, Polk County has a Safety Plan that identified safety improvements at the intersections of its highways with US 2.

## **B. OBJECTIVE**

The objective of this effort is to identify and address current and projected transportation issues associated with the study area. Ultimately, the intent of this effort will be to develop a document which will provide recommendations for future transportation facility needs along US 2 and its crossroads.

The Minnesota Department of Transportation (MnDOT) has asked the MPO to undertake this study in their current 2015-2016 Unified Planning Work Program (UPWP) to address a variety of transportation related concerns associated with the study area.

## **C. SCOPE OF WORK**

The consultant will be responsible for the necessary activities, including (but not limited to) support by appropriate decision making bodies, data collection, traffic operational analyses, safety analysis, preliminary geometric designs, warrant analysis, social and environmental impacts, right-of-way needs, access control, coordination with related projects and jurisdictions, responses to review comments, preliminary cost estimates, and federal planning compliance.

The following activities and sub tasks are the minimum scope of work requirements that the consultant must address in the preparation of the application:

### **i. General Considerations**

- 1) Future Land Use
  - a. Future land use has been identified for significant portions of the study area based on the East Grand Forks Future Land Use Plan. This Plan was adopted in 2016.
  - b. Review the recommended future land uses and validate that the uses are still appropriate for the study area and provide recommendations as appropriate
  - c. Provide land use recommendations for areas not addressed with previous future land use planning efforts. This could include general recommendations as to how land use may influence the performance of the US 2 and related intersections.
- 2) Multi-modal connectivity in the study area
  - a. This should include consideration of future arterial and collector roadways and bicycle/pedestrian, and transit facilities.

3) Planning level cost estimates for future recommended transportation alternatives

**ii. Specific Scope of Services**

The Planning and Environmental Linkage (PEL) process (particularly as provided in Appendix A of 23 CFR 450 – Linking the Transportation Planning and NEPA Processes) is based on the need to streamline decision-making, improve project delivery, to include environmental considerations in the transportation planning process, and to better link planning with NEPA. Accordingly, the MPO, working with FHWA and the Federal Transit Administration (FTA), has been working with state and local transportation agencies for the past several years to reduce the duplication of work between transportation planning and NEPA and to reduce potential delays in project delivery as projects move from planning to project design and development. The need for a project to meet fiscal-constraint requirements before the NEPA process can begin is an opportunity for the PEL process to provide initial evaluation of a project without identified construction funding. FHWA has promulgated the Planning/Environmental Linkage Questionnaire. The questionnaire was used as a guide in the development of the identified scope of services.

The PEL process will be used to identify project-specific benefits, issues, concerns, and opportunities at the planning stage, often before project funding has been allocated, at a level of detail and documentation appropriate for use in a later NEPA process. PEL will be used to establish project purpose and need, analyze alternatives, and evaluate environmental impacts and mitigation, all within a framework that can be used in a future NEPA process. In an effort to stream line the process and minimize confusion from members of the public, it is hoped that the following items identified in this scope of work can be conducted in a manner consistent with the PEL process so as to eliminate the need for duplicating this effort and to expedite the process for the development of future transportation facilities.

**iii. Purpose and Need:** From Appendix A of 23 CFR 450, The MPO’s transportation planning process is the primary source of the project purpose and need. The purpose and need will utilize the transportation planning process by referencing the multi-modal Goals and objectives from the transportation planning process with referencing the financial plan. The use of these planning-level goals and choices must be appropriately explained for subsequent use during NEPA scoping and in the NEPA document.

- 1) Purpose of the proposed action
- 2) Need for the proposed action

**iv. Existing project conditions and proposed alternatives**

- 1) Project construction history
- 2) Functional (arterial, collector, etc.) and funding (NHS, Urban, etc.) classification
- 3) Geometry
- 4) Typical Section
- 5) Pavement Conditions
- 6) Traffic Operations and Data
- 7) Structures
- 8) Right-of-Way
- 9) Access Control
- 10) Lighting
- 11) Utilities
- 12) Parking

- 13) Railroad Crossings
- 14) Sidewalks, Multi-use Trails, and Shared-use Paths (ADA)
- 15) Transit Facilities
- 16) Proposed improvements unique to each build alternative

**v. Environmental Impacts:** The baseline information should rely heavily on information already available from agencies responsible for environmental resources (e.g., US Fish and Wildlife Service). Baseline information is typically collected utilizing geographic information systems (GIS) data, combined with a site visit of the study area. The analysis should be of sufficient detail to screen out “fatal flaws” associated with design alternatives. The resource information should also consider, build from, and be consistent with other environmental studies that have been completed or are nearing completion in the study area. The environmental overview should not only provide the existing conditions required for evaluating potential environmental consequences, it should also be a strong resource for developing alternatives that will avoid or minimize impacts. The more complete the description, the more accurately constraints on development of alternatives and potential impacts can be assessed. Information gathered in this step is intended to assist with future project-related NEPA clearance. Typically, the information included in the PEL study does not contain the level of information or analysis required for a NEPA-level of study and would be supplemented during the actual NEPA process.

- 1) Land Use
- 2) Prime and Unique Farmlands
- 3) Social
- 4) Relocations
- 5) Economics
- 6) Pedestrians/Bicyclists
- 7) Air Quality
- 8) Noise
- 9) Water Quality
- 10) Wetlands
- 11) Water body modification, wildlife, and invasive plant species
- 12) Floodplain
- 13) State Scenic River
- 14) Threatened and Endangered Species
- 15) Cultural Resources (limited to consultation with appropriate resource agencies and file search activity)
- 16) Hazardous Waste
- 17) Visual
- 18) Energy
- 19) Trees
- 20) Temporary Construction (traffic control, phasing, detours, alternative routes, air, noise, and/or water quality impacts)
- 21) Low income and minority living areas
- 22) Section 4(f) and 6(f) involvement

**vi. Study Documentation**

The corridor study should include at a minimum the following documentation:

- 1) Existing and Future Conditions Technical Memorandum

- a. Shall report on all of the existing conditions that may be required in a future environmental document (elements identified in the scope of work)
- 2) Traffic Analysis Technical Memorandum.
  - a. Shall include a full traffic analysis on existing year volumes and future planning year volumes for 2025 and 2040 based upon the 2040 Long Range Transportation Plan.
  - b. Crash analysis can rely on the two Safety Plans that have reviewed this segment of the US 2 corridor. Additional data analysis may be necessary.
- 3) Issues Technical Memorandum
  - a. Shall summarize issues identified within the first two technical memos and issues identified during the public input process. The issues technical memo shall also develop a purpose and need statement for the project.
- 4) Alternative Development Technical Memorandum
  - a. The corridor study should identify a reasonable range of alternatives. The study can reduce the total number of alternatives to be considered in a future NEPA phase by documenting how and why an alternative does not meet the purpose and need of the project, as identified in the plan.
  - b. ATAC may be requested to provide the necessary travel demand forecasts based upon the various alternatives selected to have 2025 and 2040 volumes forecasted.
  - c. Shall include a reasonably detailed description of each alternative developed for the project. It should also include a preliminary design layout for each technically feasible alternative.
  - d. In an effort to provide visualization of alternative concepts, 3D animation is desired. This animation has been used successfully in other MPO studies to convey a better understanding of what may be less familiar alternatives to the local users.
- 5) Alternative Evaluation Technical Memorandum
  - a. Shall include sufficient details to assist with the evaluation of each developed alternative. The list of information that must be included is shown below. Additional information on other items may be included if deemed essential to support the removal of alternatives from further consideration. The alternative evaluation technical memorandum can also identify if any of the developed alternatives do not meet the purpose and need or are deemed technically infeasible and will not be carried into the NEPA phase.
  - b. Cost Estimate for each alternative. All project cost summaries and tables will identify the following:
    - 1) Base year of construction costs
    - 2) include engineering and what percentage
    - 3) include land acquisition costs and if so what basis
    - 4) include utility relocation costs and if so what basis.
  - c. Readily identifiable planning level impacts for each alternative (e.g. Right of way, utilities, environmental impacts, et al.).
  - d. Improvements resulting from each alternative – how does each alternative improve corridor issues and support the purpose and need for the project (e.g. crash reduction factors, level of service analysis, etc.).
- 6) Public Input Summary Memorandum
  - a. Shall summarize the public input meeting(s) that were completed during the corridor study phase. This should include details regarding how the meeting was advertised and comments to ensure that the meetings were conducted in compliance with the environmental requirements.
- 7) Implementation Plan Technical Memorandum

- a. Shall identify milestones and phases for the project including timelines for initiation of the NEPA document, Right-of-Way acquisition, project construction year, etc. The implementation plan shall also identify the intended funding for each technically feasible alternative for the project. It could include how local entities plan to fund their share of the project.
- b. Shall lay out a two phased approach to the implementation process.
- c. Recommendations at the intersections for the short term should be developed as a Phase I. Subsequent phases will include long term improvements to the intersection and the US 2 corridor as a whole.

**D. Public Involvement Process**

Public Participation will be consistent with the “GF-EGF MPO Public Participation Plan” (adopted July 2013) and Title VI/Non-Discrimination Plan (adopted July 2012). The use of visual aids such as but not limited to pictures, maps, diagrams, charts, and/or other graphic displays, as well as the use, of electronic media such as e-mail, social networking media, and/or the internet is strongly encouraged in the public participation process.

A Steering Committee will be formed to assist the MPO and selected consultant is completing this Study. Membership of the Steering Committee could include representatives from:

- MnDOT District #2
- City of East Grand Forks
- Polk County
- Couple of Businesses in the vicinity of the Study Area.

In addition to five Steering Committee meetings, the following are the minimum recommended public involvement efforts the consultant should consider for budget purposes:

- 1) One (1) general public meeting at the initial stages of the Study to present current issues and future issues
- 2) One (1) general public meeting to present concepts of alternatives
- 3) One (1) general public meeting to present recommended alternative during a meeting of the East Grand Forks City Council working session.

Innovation and creativity is encouraged throughout the development of the US 2 and US Bus 2 Study especially in the public participation process. This is particularly appropriate in methods of attracting public audiences, obtaining meaningful public input and in the planning of jurisdictional meetings and public meetings to minimize costs.

The consultant is encouraged to consider the use of on-line surveys, community access television, e-mail lists, polling systems, press releases, and social networking media if appropriate to enhance the public involvement process and encourage EJ population participation. The development and maintenance of a user friendly up-to-date project web-site should be used.

The location of public meeting will consider mobility challenged individuals including but not limited to individuals with disabilities and/or individuals without adequate access to automobiles. Unconventional meeting locations should be considered to attract members of the public. The US 2 and US Bus 2 Study will document all questions, comments, or concerns obtained through the public involvement process, as well as, identify how the questions, comments, or concerns were addressed and/or incorporated into the document.

## **E. Consultant Responsibilities**

- i. Develop a preliminary US 2 and US Bus 2 Study with recommendations for improved safety, traffic operations, street and multimodal improvements for the study area. The study will address safety, deficiencies and/or excess capacity, capital improvement programming (cost, funding sources, and timing), and operational improvements.
- ii. Develop a final US 2 and US Bus 2 Study and provide final copies for review by the Steering Committee and the MPO.

## **F. Project Deliverables**

The final product will show recommendations for future US 2 and US Bus 2 Study.

1. A draft plan for preliminary approval by noon, March 31, 2017 (10 full draft copies)
2. A draft for final approval by noon, April 30, 2017 (25 full copies)

By May 31, 2017, one electronic copy of the approved final reports will be delivered to the Grand Forks-East Grand Forks MPO in PDF format. The electronic copies should be complete and in order such that additional copies of either document could be printed on-demand. In addition, electronic copies of any pertinent working papers and modeling software either during the project or at its conclusion will be delivered to the MPO.

## **G. Estimated Project Budget**

This project has a not-to-exceed budget of \$60,000. Consultants submitting proposals are asked to use their audited DOT rates when completing their Cost Proposal Form (See Appendix B).

## **H. Other Requirements**

The consultant will update the Project Manager on an on-going basis, along with a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditures. The monthly progress report will be required with the submission of each invoice.

## **VIII. INFORMATION AVAILABLE FOR CONSULTANT**

### **A. General Information**

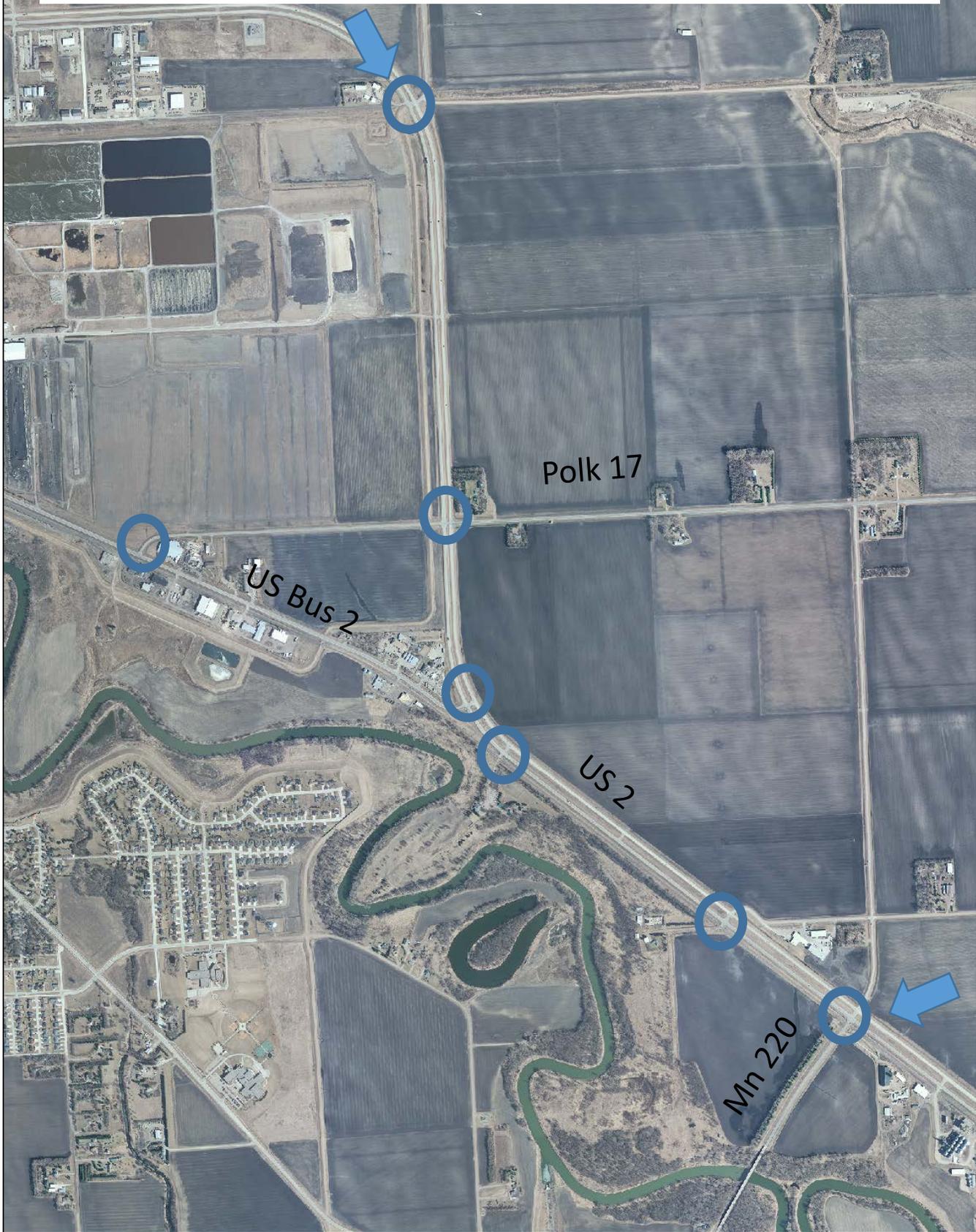
The following resource data / information are available for the project:

- 2045 Land Use Plans
- Grand Forks/East Grand Forks 2040 Long Range Transportation Plan Update
- East Grand Forks Land Development Code
- MnDOT Ground Counts and historical ground counts

- MPO staff Captured Turning Movement Count Data being taken in fall
- Digital Municipal/State Infrastructure Information (paving, underground utilities, overhead utilities, zoning and land use)
- Digital property ownership
- Latest Transportation Improvement Program of Projects
- 2015 Aerial Photo
- Polk County Safety Plan
- MnDOT District Safety Plan

**IX. MAP OF PROJECT AREA – next page**

# US 2 and US Bus 2 Study Limits



**APPENDIX A**  
**ATTACHMENTS 1 & 2**

**DEBARMENT OR SUSPENSION CERTIFICATION**

The Participant, \_\_\_\_\_ (name of firm) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause of default.

**THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
(Signature of Authorized Official)

Date

\_\_\_\_\_  
(Title of Authorized Official)

CERTIFICATION  
OF  
RESTRICTION ON LOBBYING

I \_\_\_\_\_, hereby certify  
on behalf of

(Name and title of grantee official)

\_\_\_\_\_ that:

(Name of grantee)

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_

(Title of authorized official)

**APPENDIX B**

**COST PROPOSAL FORM**

**(Include completed cost form from Appendix C in a separate sealed envelope - labeled “SEALED COST FORM - Vendor Name” and submit with technical proposal as part of overall RFP response.)**

**COST PROPOSAL 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 contract extensions are not anticipated.

**REQUIRED BUDGET FORMAT**  
*Please Use Audited DOT Rates Only*  
**Bygland Road Study**

<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			
		X			
		X			
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>					