

MEETING AGENDA
April 20, 2026

Tom Baker Meeting Room

**City/County Building,
Bismarck**

10:00 AM

The City of Bismarck and TAC members are encouraging citizens to provide their comments for public hearing items on the Bismarck-Mandan Metropolitan Planning Organization TAC agenda via email to mpo@bismarcknd.gov. Please include which item number your comment references. It will be sent to the members, as well as placed with the minutes. To ensure your comments are received prior to the meeting, please submit them by 5:00 pm 1 business day prior to the meeting. If you would like to participate via video or audio link for a 3-5 minute comment on a regular agenda public hearing item, please provide your name, agenda item and e-mail address to the above e-mail at least 3 days before the meeting.

Many of the 14 (fourteen) TAC members will attend this meeting in-person but have the option to request a ZOOM invite for remote participation. Individuals wishing to participate via ZOOM should email contact information to mpo@bismarcknd.gov at least 3 days in advance of the meeting to receive a meeting invite tailored uniquely to them.

As always, live meeting coverage is available on Government Access Channels 2 & 602HD or streaming live and archived online at DakotaMediaAccess.org. Agenda items can be found online at MPO Technical Advisory Committee.

1. CALL TO ORDER
2. PUBLIC COMMENT
Restricted to items on the current agenda or the prior TAC agenda excluding public hearing items.

CONSENT AGENDA

3. MINUTES
Review and Possible Approval of Minutes from March 16, 2026, Meeting3

REGULAR AGENDA

4. FY 2027 RECREATIONAL TRAILS PROGRAM (RTP) APPLICATIONS– STEPHEN LARSON, MPO
Summary Sheet (Exhibit R-A)9
Bismarck Cottonwood Park South Trail Connections Project (Exhibit R-B). 11
ACTION ITEM: FY 2027 RTP Application
5. BISMARCK FUNCTIONAL CLASS CHANGE REQUESTS– STEPHEN LARSON, MPO
Bismarck Functional Class Change Requests (Exhibit R-C) 27
ACTION ITEM: Recommend Approval for the Functional Class Change Requests
6. 2026 TRANSIT DEVELOPMENT PLAN (TDP) CONSULTANT SELECTION– PAULETTE JACOBSEN, MPO
The QBS Certification Letter will be provided for reference at the meeting.
ACTION ITEM: Recommend Approval of Consultant Selection

7. 2026 PASSENGER RAIL STUDY RFP – KIM RIEPL, MPO 2026 Passenger Rail Study RFP (Exhibit R-D)	31
ACTION ITEM: Recommend Approval of the Passenger Rail Study RFP	
8. BASICS ACT LETTER OF SUPPORT– KIM RIEPL, MPO The letter of support for the BASICS Act will be provided at the meeting. ACTION ITEM: Recommend Approval of BASICS Act Letter of Support	
9. 2026 FARM (FRINGE AREA ROADS MASTER PLAN) UPDATE– Joel Mann, Bolton & Menk Progress Report (Exhibit R-E).	69
10. FY 2026 SAFE STREETS AND ROADS FOR ALL (SS4A) NOFO UPDATE SS4A Information Sheet (Exhibit R-F).	71
11. PASSENGER RAIL ROUND TABLE DISCUSSION UPDATE– KIM RIEPL, MPO	
12. AMERICANS WITH DISABILITIES ACT (ADA) WEB CONTENT ACCESSIBILITY GUIDELINES (WCAG) UPDATE– KIM RIEPL, MPO	
13. ROADWAY PROJECTS – All Jurisdictions	
14. OTHER BUSINESS	
15. ADJOURNMENT	

The next scheduled TAC meeting is on 5/18/2026. Please call 701-355-1844 with questions. Any individual requiring special accommodations to allow access or participation at the meeting is asked to notify ADA Coordinator, Bismarck-Mandan MPO, PO Box 5503, Bismarck, ND 58506-5503 or complete and submit the Request for Reasonable Accommodations form at <https://www.bismarcknd.gov/DocumentCenter/View/44505/Request-for-Reasonable-Accommodations-or-LEP-Language-Assistance-Form--Instructions> at least five (5) days prior to the meeting.

PROJECTS UPDATE

<u>Project</u>	<u>% Complete</u>	<u>Contracted Completion Date</u>
Fringe Area Roads Master Plan (FARM)	49.2	12/31/2026

Common MPO Acronyms

ATAC: Advanced Traffic Analysis Center	NDDOT: North Dakota Department of Transportation
CPG: Consolidated Planning Grant	TAZ: Traffic Analysis Zone
FHWA: Federal Highway Administration	TDMSE: Travel Demand Model & Socioeconomic Data
FTA: Federal Transit Administration	TIP: Transportation Improvement Plan
MTP: Metropolitan Transportation Plan	UPWP: Unified Planning Work Program

A full list of common MPO acronyms may be accessed online
<https://www.bismarcknd.gov/DocumentCenter/View/37890/MPO-acronyms>

BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION
TECHNICAL ADVISORY COMMITTEE
MARCH 16, 2026

The Bismarck-Mandan Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) met March 16, 2026, at 10:00 a.m. in the Tom Baker Meeting Room, City/County Building, 221 N 5th St, Bismarck, ND. Kim Riepl presided.

Members present or participating via Zoom included Daniel Nairn, Dan Schriock, Deidre Hughes, Chris Holzer attending for Gabe Schell, Loretta Marshik, Riley McAdoo-Roesler attending for Jarek Wigness, John Saiki, Logan Beise, Mitch Flanagan, Will Hutchings, and Kim Riepl. Member absent was Natalie Pierce. The Mandan City Planner and the Freight Industry Representative positions are vacant.

Others present or participating via Zoom included Stephen Larson, Tracy Walters and Paulette Jacobsen, Bismarck-Mandan MPO; Kristen Sperry, FHWA; Joel Mann; Bolton & Menk; and Paul Benning, WSB Engineering.

PUBLIC COMMENT

Chair Riepl called for public comment on items on the current agenda or the prior Technical Advisory Committee (TAC) meeting agenda, excluding public hearing items. Seeing and hearing none, she closed the public comment period.

CONSENT AGENDA

Chair Riepl stated the March TAC meeting consent agenda includes the February 17, 2026, TAC meeting minutes and the Fringe Area Roads Master Plan (FARMP) Update ATAC Addendum Time Extension.

MOTION: Ms. Hughes made a motion to approve the consent agenda items. Ms. Marshik seconded the motion and with Daniel Nairn, Dan Schriock, Deidre Hughes, Chris Holzer, Loretta Marshik, Riley McAdoo Roesler, John Saiki, Logan Beise, Mitch Flanagan, Will Hutchings and Chair Riepl voting in favor, the motion was approved.

2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT

Mr. Larson stated this month, the MPO processed an amendment to the 2026-2029 TIP. The amendment was advertised for the required 15-day public comment period and no comments have been received. The amendment adds a new statewide project to the TIP for Automatic Traffic Record (ATR) maintenance. The project includes one location in the MPO area in Bismarck. The cost for this project is \$1,127,945. Staff is seeking a motion to recommend approval of the 2026-2029 TIP amendment.

Chair Riepl called for public hearing for the 2026-2029 TIP Amendment. Seeing and hearing no comments, she closed the public hearing.

MOTION: Ms. Hughes made a motion to recommend approval of the 2026-2029 TIP Amendment. Mr. Nairn seconded the motion and with Daniel Nairn, Dan Schriock, Deidre Hughes, Chris Holzer, Loretta Marshik, Riley McAdoo Roesler, John Saiki, Logan Beise, Mitch Flanagan, Will Hutchings and Chair Riepl voting in favor, the motion was approved.

2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT

Mr. Larson stated this month, the MPO processed a second amendment to the 2026-2029 TIP. The amendment is being advertised for the required 15-day public comment period. The public hearing will be held on Friday, March 27, 2026, at 10:30 a.m. in the David Blackstead Room on the 2nd floor of the City/County Office Building. The amendment adds a new statewide project to the TIP for pavement markings on various highways within NDDOT's Bismarck district (including some within the MPO area). Staff is seeking a motion to recommend approval contingent on no substantive public comments received at the public hearing.

MOTION: Mr. Holzer made a motion to recommend approval of the 2026-2029 TIP Amendment, contingent on no public comments received at the public hearing. Mr. Nairn seconded the motion and with Daniel Nairn, Dan Schriock, Deidre Hughes, Chris Holzer, Loretta Marshik, Riley McAdoo Roesler, John Saiki, Logan Beise, Mitch Flanagan, Will Hutchings and Chair Riepl voting in favor, the motion was approved.

2026-2027 UPWP AMENDMENT

Ms. Riepl stated she will present the first amendment to the 2026-2027 Unified Planning Work Program (UPWP), which provides updates to the work programs and the budgets for the 2026 and 2027 years. These modifications are necessary in order to revise study dates, schedules and budgets to accommodate recent delays and the addition of projects required to prepare for the update to the Travel Demand Model (TDM) in early 2027. These additional projects are necessary for the next Metropolitan Transportation Plan (MTP), which is a required core document of the MPO. Approval by the MPO Policy Board and the Federal Highway Administration is required in order to enact this amendment.

Ms. Riepl gave an overview of the revisions to the 2026-2027 UPWP.

Ms. Riepl gave an overview of the modifications to the 2026 Task 102 Projects, Description and Schedules.

Mr. Nairn noted the description for the Parking Constrained Areas Study included the City of Mandan.

Ms. Riepl stated that she would take Mandan out of the description for the Parking Constrained Areas Study.

Mr. Hutchings asked if any discussion with Mandan has taken place to determine whether they had interest at a later time. He noted there is only a \$30,000 decrease in budget. The base cost for the City of Mandan to independently do the study at a later time would be a significant cost increase up to \$100,000.

Ms. Riepl stated the MPO had a discussion in January and the City of Mandan stated the timing wasn't right for them to participate in the study. She noted that the City of Mandan has expressed interest in participating in a potential 2029 study similar to this.

Ms. Riepl gave an overview of the amendments to the 2027 Task 102 Projects, Descriptions and Schedules.

Ms. Riepl gave an overview of the amendments to the Final Products.

Ms. Riepl gave an overview of the amendments to the 2026 UPWP Budget table, which had no change to the budget amount, nor the federal or local share but had changes to the local match breakdown for the participating jurisdictions.

Ms. Riepl gave an overview of the amendments to the 2027 UPWP Budget table, which include very high-level estimates regarding funding levels. The federal funding level shows an increase which we will likely have to adjust. When the next UPWP is developed, the revised budget worksheet will be provided to make sure everyone knows how the studies are moving between the years and what that might entail.

Ms. Riepl stated staff would be looking for a recommendation of approval of Amendment 1 to the 2026-2027 UPWP.

MOTION: Ms. Hughes made a motion to recommend approval of the 2026-2027 UPWP Amendment. Mr. Holzer seconded the motion and with Daniel Nairn, Dan Schriock, Deidre Hughes, Chris Holzer, Loretta Marshik, Riley McAdoo Roesler, John Saiki, Logan Beise, Mitch Flanagan, Will Hutchings and Chair Riepl voting in favor, the motion was approved.

2026 FRINGE AREA ROAD MASTER PLAN (FARMP) UPDATE

Mr. Mann stated the evolution of a regionally significant corridor network takes a subset of the Fringe Area Road Master Plan (FARMP) network and designates corridors as regional priorities. The plan's next steps define how these priorities are identified, advanced and implemented. Significantly, the network would define major regional investments with potential MTP inclusion and NDDOT partnership.

Mr. Mann gave an overview of the recent stakeholder engagement that was held on March 11th and 12th. He noted that over 20 stakeholders representing agencies, private sector industry and community institutions had attended the meetings. This prompted several active discussions about new connections, market trends for development and major infrastructure, including new potential bridges. He provided a map of the FARMP opportunities which focuses on policy and detailed review on the core network for regional connectivity.

Mr. Mann stated 66th Street NE provides a continuous connection from north to south across fringe growth areas, including East Bismarck and Lincoln. He noted that 80th Street could be a preferred location for an interchange with I-94 due to emerging plans with the FARMP and its connection between Lincoln and the northeast fringe areas of Bismarck. He also stated that 66th Street NE to 71st Avenue North connects north Bismarck growth areas, provides regional ties with potential north river crossings and offers access to I-94.

Mr. Mann stated the 57th Avenue extension is the western extension of the 71st Avenue east-west corridor, selected because it links to a preferred candidate for a new northern Missouri River Crossing. He noted that topography issues are being identified and discussed as the FARMP study progresses.

Mr. Mann stated the McKenzie Drive corridor is currently a collector street covering a short distance which features an interchange with I-94 and Bismarck Expressway. He noted that potentially extending this corridor across the Heart River would provide connectivity directly to expanding southwest neighborhoods of Mandan and not require these areas to travel through downtown Mandan while traveling to Bismarck.

Mr. Mann noted the next steps for the FARMP project will include outreach discussions and community outreach events that will take place in late March or April in coordination with NDDOT.

FY27 RECREATIONAL TRAILS PROGRAM (RTP) SOLICITATION

Mr. Larson stated the North Dakota Parks and Recreation District solicitation for the fiscal year 2027 Recreational Trails Program (RTP) will open April 1, 2026, and close on April 13, 2026. The MPO has sent notice to the jurisdictions in February so that they may coordinate with the MPO to obtain project approval at the April or May TAC and Policy Board meetings. He noted the letter of support can be provided after the application window, since the timeframe does not align with the TAC and Policy Board meeting schedule.

2026 TRANSIT DEVELOPMENT PLAN (TDP) REQUEST FOR PROPOSALS (RFP) UPDATE

Ms. Jacobsen stated the Request for Proposals (RFP) for the Transit Development Plan (TDP) was sent out on February 19, 2026, and the deadline is today, March 16, 2026, at 5:00 p.m. She noted that the goal is to have the selection committee conduct interviews with the proposing consultants within the week of April 13th. The MPO expects to bring the top-ranked consultants to TAC and Policy Board for possible approval at the April Board meetings.

SPRING DIRECTORS MEETING REPORT

Ms. Riepl stated that NDDOT and the North Dakota MPOs held their spring MPO Director's meeting on March 3, 2026. She noted NDDOT is in the midst of the update to their Long-Range Transportation Plan right now. NDDOT is excited to announce that they have an interactive funding tool which is designed so that people can budget their monthly transportation costs. Ms. Riepl noted the tool will assist with monthly transportation budgeting in your personal household and she encouraged everyone to try the interactive tool. The link for the interactive tool is www.dot.nd.gov/transportation-connection and can also be found on NDDOT's website.

Ms. Riepl stated there is approximately \$352,000 of unspent Consolidated Planning Grant (CPG) funds for fiscal year 2025 amongst the four MPOs.

- Central Dakota MPO reported \$38,000 in unspent CPG funds.
- Grand Forks, East Grand Forks MPO reported \$94,000 in unspent CPG funds.
- Fargo-Moorhead Metro COG (FM COG) reported \$65,000 in unspent CPG funds.
- Bismarck-Mandan MPO reported \$155,000 in unspent CPG funds.

Ms. Riepl explained that the MPOs had various reasons for not being able to spend down the CPG funding completely. The Bismarck-Mandan MPO experienced staffing and capacity issues in 2025 and spent the first six months filling positions and training staff. The four ND MPO Directors met to discuss their needs as far as projects and funding. The MPOs had two weeks to make a recommendation and provide that information to NDDOT. She noted that a signed letter was sent to NDDOT on Friday, March 13, 2026, stating that the Bismarck-Mandan MPO is requesting to receive approximately \$86,000 in turnback funds. If approved by NDDOT, these funds will be allocated within the 2027 budget and work program needs. Turnback funds will also be distributed between FM COG and Grand Forks, East Grand Forks and Central Dakota MPO, who contributed \$10,000 of funding to other MPOs in the state. NDDOT will address the recommendations of the MPOs and potentially send a letter of approval pending their review.

Ms. Riepl stated Infrastructure Investments and Jobs Act (IIJA), Surface Transportation Bill is set to expire on September 30, 2026. She noted Congress is preparing for the next surface transportation reauthorization and approval from Congress is necessary for the BASICS Act to take effect.

Ms. Riepl gave an overview of the proposed BASICS Act and provided examples of how it would affect the four ND MPOs. She also discussed the importance of all four of ND MPOs acting together to draft a letter of support stating their needs, concerns and priorities for the BASICS Act. She noted that NDDOT has proposed their own recommendations on the BASICS Act and would not be in collaboration with the MPO's in their letter of support; however, NDDOT has encouraged the MPOs to draft their own letter of support.

Mr. Holzer asked if the planning and project costs would increase with the BASICS Act.

Ms. Riepl stated yes, they are looking at increasing funding. The BASICS Act proposes specific types of funding for bridges and road projects. The BASICS Act will maintain the sub-allocations that are required. NDDOT has stated the funds come from the separate funding pods and that it can become challenging when they have the sub-allocations for cities of less than 5000 to 50,000; 50,000 to 200,000; and 200,000 plus; because those are mandated by the sub-allocations. She noted it hinders NDDOT in their flexibility to move funding into other areas where the state communities need it or maybe where the state could use it themselves.

Mr. Nairn asked if the MPO has weighed in on the federal transportation regulation with letters of support in the past, or if this would be a new process.

Ms. Riepl replied this is a new process. She explained that the MPOs feel that they have a lot to gain by expressing their needs and concerns, while adding the momentum of support and making sure to incorporate appropriate pieces of the bill that will benefit the MPOs in ND.

Mr. Hutchings stated that Chad Orn indicated at the Spring Directors meeting, that there is a House and Senate version of the BASICS Act bill that address two different angles. Ultimately, the direction of the BASICS Act is not necessarily any one bill in particular that will be passed. The bill will

be subject to change through modifications and amendments. He encouraged the four MPOs to draft a letter of support identifying the specific needs in ND and how the MPOs' needs will collectively be applied across multiple versions of the bill.

Ms. Riepl thanked Mr. Hutchings for his input and observations and she agreed that the BASICS Act will go through several iterations before it is passed.

Ms. Riepl stated the last item from the Spring Directors meeting is that the Urban Interstate Priorities process is going to resume. She noted it has been several years since discussions have taken place and that meetings will be scheduled for conversations to be held to address interstate priorities.

OTHER BUSINESS

Mr. Hutchings stated the North Dakota Transportation Conference was held last week. He gave a shout out to Stephen Larson and Kim Riepl for presenting at the conference. Stephen was responsible for two sessions, and one of them was led by North Dakota Planning Association. He talked about planning efforts and what goes into transportation planning, as well as the MPO's work on the Bike-Ped Subcommittee. He noted both Stephen and Kim did an excellent job presenting and thanked them for their excellent presentations.

Ms. Riepl thanked Mr. Hutchings for his kind words and noted the North Dakota Transportation Conference was a successful conference which hosted over a thousand attendees.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:03 a.m., with the next scheduled meeting to take place on April 20, 2026, at 10:00 a.m. in the Tom Baker Meeting Room, City/County Building, 221 N 5th St, Bismarck.

Respectfully submitted,

Tracy Walters
Recording Secretary

APPROVED:

MPO TAC Chair

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TAC and Policy Board Handout

May 20-21st, 2026

Re: **Recreational Trails Program**

Two applications have been submitted; one (1) from Bismarck Parks & Recreation District and one (1) from Lincoln Park District. MPO staff has reviewed the applications and determined they are consistent with the *Arrive 2050* Metropolitan Transportation Plan. Staff recommends the MPO support each of the RTP applications.

Submitting Agency	Type	Location & Project Description	Total Cost / Federal Local Match	MTP Goal Consistency
Bismarck Parks & Recreation District	Rehabilitation	Cottonwood Park South Trail Connections: The proposed project is a resubmittal from last year for a rehabilitation of shared-use trail connections within the southern portion of Cottonwood Park. The project includes 5,901 linear feet of 10-foot-wide shared-use trail that is currently aged and cracking, including 176 linear feet of trail that needs to be removed and replaced. The proposed project is located within one of Bismarck's most popular parks, seeing thousands of visitors annually.	\$312,500/ \$250,000 \$62,500	Yes Maintenance: Objective 3, Maintain the current bicycle & pedestrian system
Lincoln Park District	Construction	66th Street SE Pathway: The proposed project is to construct a 10-foot-wide gravel pathway starting at Santee Road, going south along the west side of 66 th Street, and ending at the south city limits, approximately 180 feet south of Humbert Drive. The project will include topsoil stripping, common excavation and earthwork to establish ADA compliance grades, compaction of in-site soils, and placement of a 6-inch gravel base with an alternative to pave if funding allows. This will include ADA compliance at two streets crossings with concrete panel and truncated domes to warn users of crossings.	\$129,807/ \$103,840 \$25,967	Yes Active Transportation: Objective 6, Reduce Multimodal Gaps

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1087759 - Cottonwood Park South Trail Restoration

Application Details

Funding Opportunity: 1087617-RTP - FY27 Recreational Trail Program Application
Funding Opportunity Due Date: Apr 13, 2026 5:00 PM
Program Area: North Dakota Department of Parks and Recreation
Status: Editing
Stage: Final Application

Initial Submit Date:
Initially Submitted By:
Last Submit Date:
Last Submitted By:

Contact Information

Primary Contact Information

Name: Salutation **Wendy** Middle Name **Berg**
 First Name Last Name

Title:

Email*: wberg@bisparks.org

Address*: 400 E. Front Ave.

Bismarck North Dakota 58503
 City State/Province Postal Code/Zip

Phone*: 701-222-7549 Ext.
 Phone
 ###-###-####

Fax: ###-###-####

Organization Information

Name*: Bismarck Parks and Recreation District

Organization Type*: Political Subdivision

Tax Id:

Organization Website:

Address*: 400 East Front Avenue

Bismarck North Dakota 58504-____
 City State/Province Postal Code/Zip

Phone*: (701) 319-3156 Ext. ### ###-####
Fax: ### ###-####
SAM UEI #:
SAM Validation:
SAM Expiration Date:
SAM Exclusion Flag:
SAM Last Updated:

Applicant Information

Applicant Information

Applicant Legal Name*: Bismarck Parks and Recreation District

Applicant Type*: Local Govt

Please do not include the dash (only numbers) in this field.

Employer/Taxpayer Identification Number (EIN/TIN)*: 450409352

Street Address*: 400 E. Front Avenue
Address Line 1
Address Line 2
Bismarck North Dakota
City State

Please enter the 9-digit Zip Code. To obtain the zip+4 codes go to https://tools.usps.com/go/ZipLookupAction_input.

Zip Code*: 58504-5641
9-digit Zip Code (Example: #####-####)

Is the mailing address different from the street address?

Mailing Address*: No

Name and contact information of person to be contacted on matters involving this application:

Contact Person*: Kevin Klipfel
First Name Last Name
Executive Director Bismarck Parks and Recreation District
Title Organization
701-222-6455 kklipfel@bisparks.org
Phone Number Email Address

Project Description

Project Information

Title of Applicant's Project*: Cottonwood Park South Trails Restoration

Description of Project*:

The south connection trails within Cottonwood Park are in need of repair and restoration. Along with the Burleigh Ave link, these trails form a loop within and around the park and see a large amount of use from walkers, joggers, spectators to the sports fields, and other recreational uses.

Cottonwood Park is one of Bismarck Parks and Recreation District's busiest community parks, and often serves as a road race venue.

The proposed project includes 5,901 linear feet of 10' wide shared use trail that needs to be rehabilitated including 176 linear feet of trail that needs to be removed and replaced. The proposed project includes asphalt pavement needing to be rehabilitated that provide accessible routes to the ADA fishing pier at the Cottonwood Pond, connection to Hidden Star Park and neighborhoods to the west of the park, and links to sports fields, playgrounds and spectator areas. See attached map for detailed trail routes.

*Recipients have 18 months to complete the project.

Estimated Start Date and End Date*:

04/06/2027 08/31/2027

Start Date End Date

Location**Project Address**

Cottonwood Park 2800 South 12th Street

(if available):

Project City/Town*:

Bismarck

County*:

Burleigh

Latitude

(decimal degrees): Ex. 46.78569

Longitude

(decimal degrees): Ex. 100.62217

Latitude and Longitude*:

46° 46' 16.7448" N 100° 46' 43.0932" W

Latitude

Longitude

Describe the project location.

Example: New trail in ABC Park starting at 5th Street for a distance of 300 feet to the intersection of 6th Street and Avenue D. Includes the Avenue D crosswalk and then runs for 2300 feet to Harold's Drainage trailhead.

Location:

The project begins east of Haaland Field and runs south for 366LF until the roadway approach. After the road, the trail continues south for 1,655LF to Burleigh Av. The trail that leads to the Pond goes north-south for 3,880' starting at Burleigh Av.

Legal Address (if applicable):

Lot 1, Block 1 Cottonwood Park Addition, 138T, 80R, Section 16

Example: Township Region Section

Scope of ProjectBased on the State Comprehensive Outdoor Recreation Plan (SCORP) [SCORP](#), please identify the following:**Region Weakness*:**

Primary

Scope of Project*:

Restoration of Existing Trails

Select all that apply.

If Construction of New Trails OR Restoration of Existing Trails:

1.12

Number of Miles

If Trail Extension:

0.00

0.00

How long is your

trail currently?

Number of

Miles Extension

User Groups*:

Bicycling/Mountain Biking/Fat Tire Biking, In-line Skating, Walking/Hiking

Select all that apply.

If other, please list:

Land Ownership where grant funds are applied.

Land Ownership*:

Local

Who holds the title to the project land(s)?

Holds Title*:

Bismarck Parks and Recreation District (agreement for Lincoln Oakes property)

Who will own the title & insure equipment purchase?

Equipment Purchase*:

n/a

Does the project fall within a federal highway right-of-way?

Federal Highway*:

No

Does your project take place within the jurisdiction of one of the four Metropolitan Planning Organizations (MPO): Bismarck-Mandan, Minot, Fargo, or Grand Forks?

MPO:

Yes

If yes, which one?

MPO:

Bismarck-Mandan

Please choose one.

If yes, has your project received approval from the MPO?

Approval: 13

Accessibility

*All RTP projects must meet accessibility guidelines in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act, PROWAG or the Outdoor Accessibility Guidelines. For more information refer to the: [U.S. Access Board](#).

Indicate which guidelines and standards will apply and the project elements affected by the compliance: (i.e. vault toilet, running slope, parking area, signage, etc.)

Architectural Barriers Act (ABA) Accessibility Standards

ABA*: Yes

Project Elements Affected:

Creating a firm and stable surface that resists deformities

Public Rights-of-Way Accessibility Guidelines (PROWAG)

PROWAG*: Yes

Project Elements Affected:

Minimum width requirement and maximum grade of 1:20

Americans with Disabilities Act (ADA) Standards (2010)

ADA*: Yes

Project Elements Affected:

Smooth continuous surface with maximum grade and cross-slope.

Project Details

Requirement and Evaluation

Provide a brief narrative to understand the **scope of the project**.

Please explain if the application is for one or more phases of a multi-phase project.

Scope of Project*:

The south connection trails within Cottonwood Park are in need of repair and restoration. Along with the Burleigh Ave link, these trails form a loop within and around the park and see a large amount of use from walkers, joggers, spectators to the sports fields, and other recreational uses. Cottonwood Park is one of Bismarck Parks and Recreation District's busiest community parks, and often serves as a road race venue.

The proposed project includes 5,901 linear feet of 10' wide shared use trail that needs to be rehabilitated including 176 linear feet of trail that needs to be removed and replaced. The proposed project includes asphalt pavement needing to be rehabilitated that provide accessible routes to the ADA fishing pier at the Cottonwood Pond, connection to Hidden Star Park and neighborhoods to the west of the park, and links to sports fields, playgrounds and spectator areas. See attached map for detailed trail routes.

Clearly define the goals for the project (with a delineation of which user groups would benefit from the project).

Goals*:

As one of the most used parks in the park system, Cottonwood Park sees thousands of visitors annually. The goal of this project is to provide a safe, smooth, and accessible trail to the walkers, runners, bicyclists and in-line skaters that use the trail daily.

The Cottonwood Park trails also serve to connect parking areas with recreational fields with a fully accessible route to the ADA fishing pier, Hidden Star Park, and spectator areas. The Cottonwood Park trails are also cleared in the winter, so trail users can be utilizing the system year-round.

A statement with costs associated with the project (ex. material/service purchases including hardware, sand/gravel concrete, landscape materials, signs, design/engineering services, contractor services, equipment rates, equipment costs, and land lease payments).

Costs*:

The majority of the costs for this project are in the materials and labor for the paving portion, which is \$193,086. Removals, mobilization and bonding are estimated at \$26,401.29, and the backfill, topsoil and seeding process to finish the project are estimated at \$36,288. The project also includes engineering fees of \$46,039.55 and a 10% contingency of \$25,577.53. See the detailed cost estimate attached.

BPRD requests grant funding in the amount of \$250,000, and will commit to providing a match of \$77,392.37.

Evidence of local/area support (council resolutions, minutes of public meetings, letters of support, etc.). Evidence of MPO support must be included if applicable.

Local Support*:

-This project has been specifically supported by the Bismarck Parks and Recreation District, resulting in this request for funding assistance.

-The Bismarck-Mandan Metropolitan Planning Organization Arrive 2050 Plan includes the Cottonwood Park connections overlay as part of their proposed short-term projects. MPO support of this proposed project is currently pending.

-In the 2023 BPRD Community Input Survey, when asked what outdoor recreation opportunity their household would be interested in, 24% of respondents indicated paved trails, second only to non-paved trails. In addition, the number one greatest opportunity for improvement was "quality

of facilities" at 43%.

Availability/access to 20% match. Matching funds must not be from other federal sources such as Transportation Enhancement (TE) or Transportation Alternatives Program (TAP) through the Department of Transportation. A resolution or confirmation letter from the sponsor will be required prior to any award of a grant.

Matching Funds*:

Bismarck Parks and Recreation will commit to providing the required matching funds as part of their 2027 general construction budget.

Evidence of applicant capability to carry out project. For development projects, applicant capability to operate, maintain, and protect trail and facilities when completed.

Capability*:

Bismarck Parks and Recreation District had managed dozens of large trail rehabilitation projects, as it currently manages and maintains over 70 miles of paved shared-use paved trails in Bismarck, including clearing over 90% of the trails in the winter for year-round use.

Consideration for trail user group(s); location & relevance of the trail for the intended or existing users; clarity, detail, and quality of project plan/design; quality of existing development (if any); attention to safety, accessibility and health considerations.

Site and Project Quality*:

-The project is to rehabilitate an existing trail in an established park. The existing quality of the trails segments are poor. The trail is not a smooth surface, includes large cracks, and will continue to degrade. In order to provide for truly accessible trails, BPRD strives to provide a smooth, uninterrupted surface, free of cracking.

-Our goal is to complete the project with minimal disturbance to the park. Once complete, the trail can continue to be used by walkers, runners, inline

skaters and bicyclists for years to come.

Public need and benefit of project: safety concerns, urgency of action, potential to lose the opportunity, number of people who would benefit from the project when compared to cost.

Why Should This Project be Funded?*

-While Bismarck Parks and Recreation District does not have access to actual user numbers it could easily be estimated that hundreds of people use the trail daily in the spring, summer and fall months with numbers reducing in the winter.

-This segment is the main pedestrian route through the south portion of Cottonwood Park, providing not only a recreational trail loop around the south part of the park, but accessible routes for users to playgrounds, picnic shelters, restrooms, and soccer fields.

-Within the last several years, the south side of Cottonwood Park has expanded to include another four adult softball fields, and four fastpitch fields, as well as two new playgrounds and two new picnic shelters.

Identify adverse impacts that might be realized as a result of completing the project, and how the project design attempts to mitigate adverse impacts. How might the project improve conditions for adjacent landowners?

Adverse Impacts*:

With a trail rehabilitation project such as this we anticipate minimal noise, odor and dust during construction. These impacts are typically present only during construction and efforts shall be taken to keep them at a minimum.

SCORP

Please include the regional priority from the 2023-2027 State Comprehensive Outdoor Recreational Plan (SCORP) Recreation Trail Needs document.

State Comprehensive Outdoor Recreation Plan*:

In Section 7 of the SCORP, non-motorized trails are indicated as a primary need. Ninety two percent of the households surveyed responded that trails are an important recreational opportunity.

Make sure to look up your region and identify if it is a primary, secondary, or tertiary weakness.

North Dakota's Strategic Initiatives

Please explain how this trail will empower people, improve lives, and inspire success.

State of North Dakota Mission*:

The trail connections through Cottonwood Park, as part of the larger trail system, improves lives every day by providing an outdoor recreation option to promote health and wellness and reduce stress. As noted in the State of ND's Scope of Work, renovating and maintaining the parks and trails also allows us to "serve as responsible stewards of resources".

The Last Mile

Please explain how this project will create or extend trails that forge connections to the last mile, that pivotal final link connecting people to places.

The Last Mile:

This trail connection provides that important last connection to several recreational facilities including the ADA fishing pier at the Cottonwood Pond, as well as the new trail to Hidden Star Park, a large fully accessible playground. The two trail connections also allow for a very popular trail loop around Cottonwood Park that used by neighbors, residents, sports spectators, and often by formal race competitors.

Environmental Screening

Initial Environmental Screening

Habitat Description

Please describe the natural vegetation and level of human disturbance.

*:

The proposed project is all within a very active existing park. The level of human disturbance is high within the entire park, but BPRD does employ best practices, especially around the Cottonwood Pond, to conserve any natural vegetation and habitat.

Tree Removal

No

Will trees be removed during the activity of the project

*:

Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.

Geological Resources*:

No/Negligible Impacts

Air Quality*:

No/Negligible Impacts

Sound (noise impacts)*:

No/Negligible Impacts

Water Quality/Quantity*:

No/Negligible Impacts

Stream Flow Characteristics*:

Not Applicable

Land use/ownership patterns; property values; community livability.

Land Use*:

No/Negligible Impacts

Marine/Estuarine*:

Not Applicable

Floodplains/Wetlands*:

Minor Impacts

Circulation/Transportation*:

No/Negligible Impacts

Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing.

Species of Concern*:

No/Negligible Impacts

Accessibility for Populations with Disabilities*:

No/Negligible Impacts

Introduce or promote invasive species (plant or animal).

Invasive Species*:

Not Applicable

Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.

Unique Ecosystems*:

Not Applicable

Recreation resources, land parks, open space, conservation areas, recreation trails, facilities, services, opportunities, public access, etc.

Recreation Resources*:

No/Negligible Impacts

Socioeconomics*:

No/Negligible Impacts

Overall aesthetics, special characteristics/features.

Aesthetics*:

No/Negligible Impacts

Historical/cultural resources, including landscapes, ethnographic, archaeological, structures, etc.

Historical Resources*:

Not Applicable

Minority and Low-income Populations*:

No/Negligible Impacts

Land/structures with history of contamination/hazardous materials even if remediated.

Hazardous Materials*:

Not Applicable

Energy resources (geothermal, fossil fuels, etc.)

Energy Resources*:

Not Applicable

Other important environmental resources to address.

Other*:

Not Applicable

Other agency or tribal land use plans or policies.

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters

Certification - Primary Covered Transactions

This certification is for a Primary covered transaction and is applicable.

Primary*:Yes

Certification - Lower Tier Covered Transactions

This certification is for a Lower Tier covered transaction and is applicable.

Lower Tier*:N/A

Certification - Regarding Drug-Free Workplace Requirements - NOT AN INDIVIDUAL

This certification is for an applicant who in NOT AN INDIVIDUAL.

Not An Individual*:Yes

Certification - Regarding Drug-Free Workplace Requirements - INDIVIDUAL

This certification is for an applicant who is AN INDIVIDUAL.

Individual*:N/A

Certification - Regarding Lobbying

This certification is for the award of any of the following and the amount exceeds \$100,000:

A federal grant for cooperative agreement;

Subcontract or subgrant under the grant or cooperative agreement.

Applicable*:No

This certification is for the award of a Federal Loan Exceeding the amount of \$150,000, or a subgrant or subcontract exceeding \$100,000 under the loan.

Applicable*:No

Authorization

As the authorized certifying official, I hereby certify that the application is accurate to the best of my knowledge.

Authorization*:Yes

Responsible Official*:Kevin Klipfel
First Name Last Name

Title*:Executive Director 04/01/2026
Title Date

RTP Attachments

Attachments

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Project Location Map		Location Maps	2026 RTP - Cottonwood Park South Trails - Attachments.pdf	pdf	154 KB	04/07/2026 11:01 AM
Site Development Plans (if available)		RTP Trail Map	2026 Cottonwood Park- RTP Trail Map.pdf	pdf	497 KB	04/06/2026 08:59 AM
Written assurances/leases that confirm the project will be open for public use		Trail agreement for south portion of the east trail	Lincoln Oaks Trail Agreement.pdf	pdf	1 MB	04/06/2026 09:06 AM
Recent Cultural Review Letters or Documents (if applicable)						
Board Meeting Minutes and/or Letters of Support for Project		BPRD Board of Park Commissioners Minues 3-19-26	3-19-26 Minutes.pdf	pdf	109 KB	04/06/2026 09:03 AM

Written Confirmation of MPO Approval (if applicable)	2025 MPO support letter. 2026 support is pending.	L_PB Support BPRD Cottonwood Park South Trails Rehab May 2025.pdf	pdf	385 KB	04/06/2026 09:59 AM
Project Clearance Review Documents	Compilation of SOV letters sent 4-7-2026	SOV Letters - signed.pdf	pdf	8 MB	04/07/2026 08:38 AM

Additional Information

Description	File Name	Type	Size	Upload Date
BPRD ownership deeds for Cottonwood Park.	Cottonwood Park Deeds - 1989 - 2011 Combined.pdf	pdf	7 MB	04/06/2026 09:07 AM

RTP Budget Narrative

Budget Information

Cost Classification	Total Cost	Additional or Sponsor Covered Costs	Total Allowable Costs
Administrative and legal expenses	\$24,586.89	\$14,892.37	\$9,694.52
Land, structures, rights-of-way, appraisals, etc.	\$0.00	\$0.00	\$0.00
Relocation expenses and payments	\$0.00	\$0.00	\$0.00
Architectural and engineering fees	\$46,039.55	\$0.00	\$46,039.55
Project inspection fees	\$0.00	\$0.00	\$0.00
Site work	\$193,086.00	\$0.00	\$193,086.00
Demolition and removal	\$1,814.40	\$0.00	\$1,814.40
Construction	\$36,288.00	\$0.00	\$36,288.00
Equipment	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Total	\$301,814.84	\$14,892.37	\$286,922.47

Contingency

Contingency (typ. 10-20%): \$25,577.53

Total Budget

Total Project Cost: \$312,500.00

RTP Federal Assistance Requested Total: \$250,000.00

Financial Match

Match Source	Type of Match	Amount	Secured	In-kind Match Description
Local	Cash	\$77,392.37	No	
		\$77,392.37		

Partial Funding Feasibility

Would partial funding affect the grant?

Partial Funding*: Yes

If Yes, Briefly Explain:

If only partial funding was secured, BPRD would consider scaling back the project and prioritizing a certain segment of the proposed trails.

Cost Estimate

Description	File Name	Type	Size	Upload Date
2026 RTP Cost Estimate - Cottonwood South Trail Restoration	2026 RTP Cost Estimate-Cottonwood South Trail Connections.pdf	pdf	40 KB	04/01/2026 09:39 AM

DRAFT
MINUTES OF THE BOARD OF PARK COMMISSIONERS
March 19, 2026

The Board of Park Commissioners held their regular meeting on March 19, 2026 in the Tom Baker meeting room of the City/County Building. President Zimmerman called the meeting to order at 5:15 pm. The pledge of allegiance was said. Commissioners Gilbertson, Herzog, Jeske and Redmann were present.

Commissioner Jeske moved to approve the agenda as presented. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Ryan Lagasse, President of the Capital Curling Club, provided an update on the USA Curling Junior Nationals that will be held in Bismarck at Wachter Arena March 30 – April 4.

Commissioner Jekse moved to accept the low bid of \$374,980 from Twin City Roofing for the World War Memorial Building reroofing project. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Gilbertson moved to accept the low bid and alternate A from Strata Corporation for a total of \$591,675.30 for the General Sibley roadway improvements project. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

City Engineer Gabe Schell reviewed the Tyler Coulee Regional Stormwater Project with the Board. Commissioner Herzog moved to approve the access easement for the Eagle Crest lift station area and the stormwater easement for the Clairmont Family Conservation Park and Pioneer Park area as requested for this project. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved approval for a 6' sidewalk project along the east side of Clairmont Drive to be included in a planned street improvement with the city of Bismarck and for this sidewalk to be assessed to the Park District. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Herzog moved approval for the Park District to partner with the city of Bismarck on a feasibility study for a community recreation center with a not to exceed price of \$75,000 from the Park District toward the study. Commissioner Redmann seconded the motion, and

the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved approval for the Park District to proceed with selling approximately two acres of undeveloped land in the northeast quadrant of the intersection of Boston Drive and Burleigh Avenue to the city of Bismarck for development of fire station 6. Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved to approve one time funding of \$3,000 for Bismarck's 4th of July celebration in 2026 as proposed and requested by the Funatix. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Jeske moved to accept a statue dedicated to Mahatma Gandhi to be placed at Peace Park as a gift from the government of India. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Finance Director Kathy Feist reviewed the proposed 2027 budget development schedule.

- March 18 – Budget packets distributed to managers and directors requesting detailed budget requests with information from managers due to directors on April 8. Directors review requests and submit budget information to the finance director by April 29.
- May 4-22 – Budget meetings with the directors and assigned staff.
- June 18 – The proposed 2027 work plan and budget binders distributed to the Park Board commissioners.
- June 22-July 2 – Budget meetings with commissioners, directors, and executive director
- July 16 – Introduction of 2027 preliminary budget.
- August 10 – Preliminary budget provided to Burleigh County Auditor
- September 17 – Public hearing on 2027 budget, adopt final budget, and determine annual tax levy.
- October 10 – Levy certification and final budget to County Auditor

Commissioner Gilbertson moved to approve the following consent agenda items:

- Consideration of February 19 and February 23, 2026 Board meeting minutes
- Request approval to submit Recreation Trail Program grant application
- Satchel Paige statue request to call for bids
- Request to dispose of obsolete equipment

Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Gilbertson moved to approve bills for payment with checks 408405 to 408410, and 220683 to 221067 along with bank drafts DFT001696 to DFT001707, EFTs 3784 to 3830 and direct deposits 97060 to 97998. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved approval for the Board to go into executive session to discuss the executive director applications. The Park Board has the authority to go into executive session for this purpose pursuant to NDCC 44-04-18.27. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

The executive session began at 7:12 pm. Present at the executive session were Commissioners Gilbertson, Herzog, Jeske, Redmann, President Zimmerman, Legal Counsel John Ward, Executive Director Kevin Klipfel, and Administrative Services Manager Julie Fornshell. The Park District has the authority to go into executive session for the purposes of discussing the executive director applications that are considered confidential at this time. The Park Board has the authority to go into executive session for this purpose pursuant to NDCC 44-04-18.27.

Commissioner Redmann moved to adjourn the executive session at 7:48 pm. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

The regular Park Board meeting was reconvened at 7:48 pm and the doors to the meeting were opened to the public. Commissioner Jeske moved the following applicants as finalists for the executive director position: Joshua Clevenger, Ryan Geerdes, David Leker, and Mike Sullivan. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman. The nays being none, the motion carried.

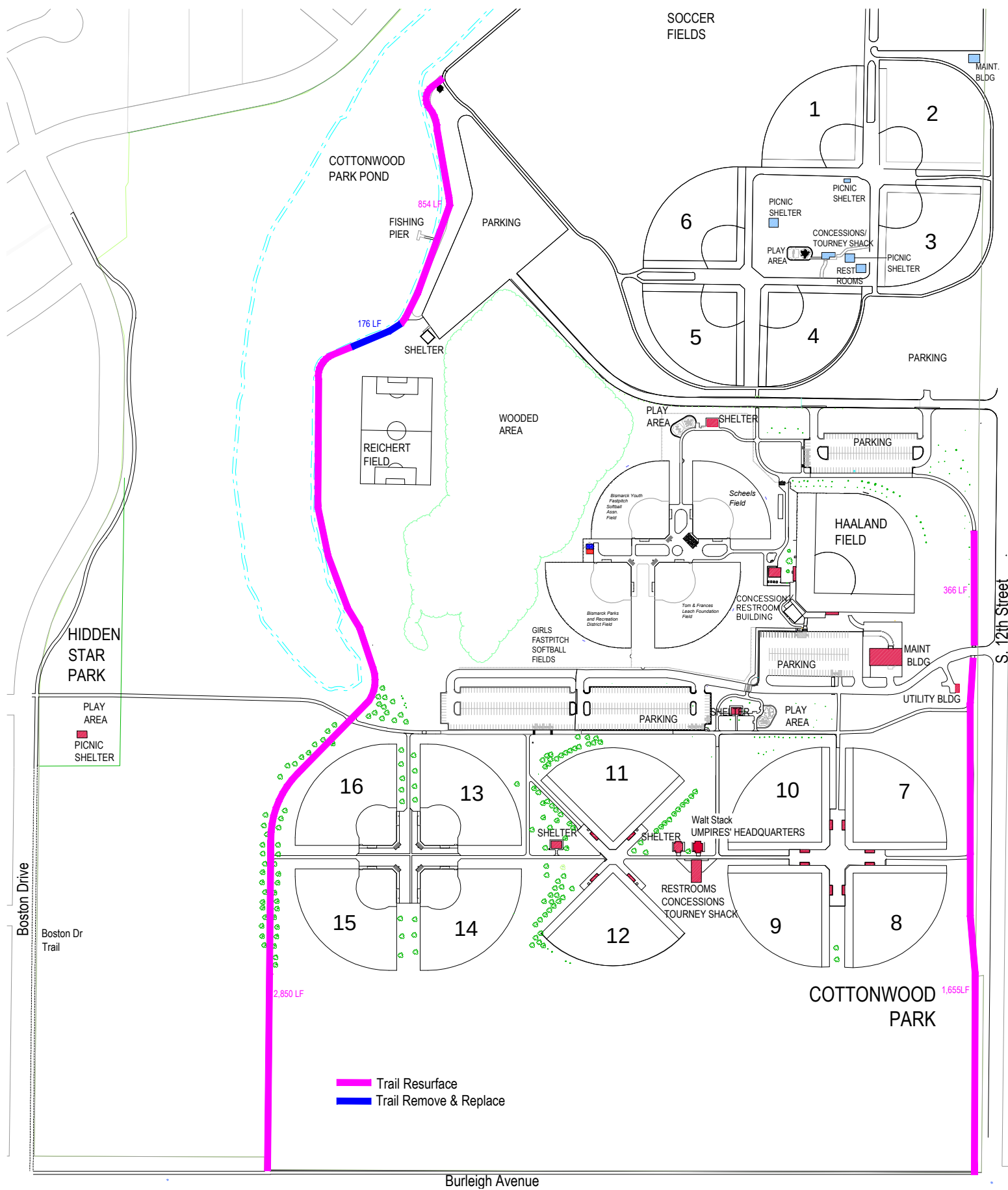
The next regular Board meeting will be held April 16, 2026 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 7:51 pm.

Cottonwood Park Location Map



Cottonwood Park Aerial Map with Park Boundary





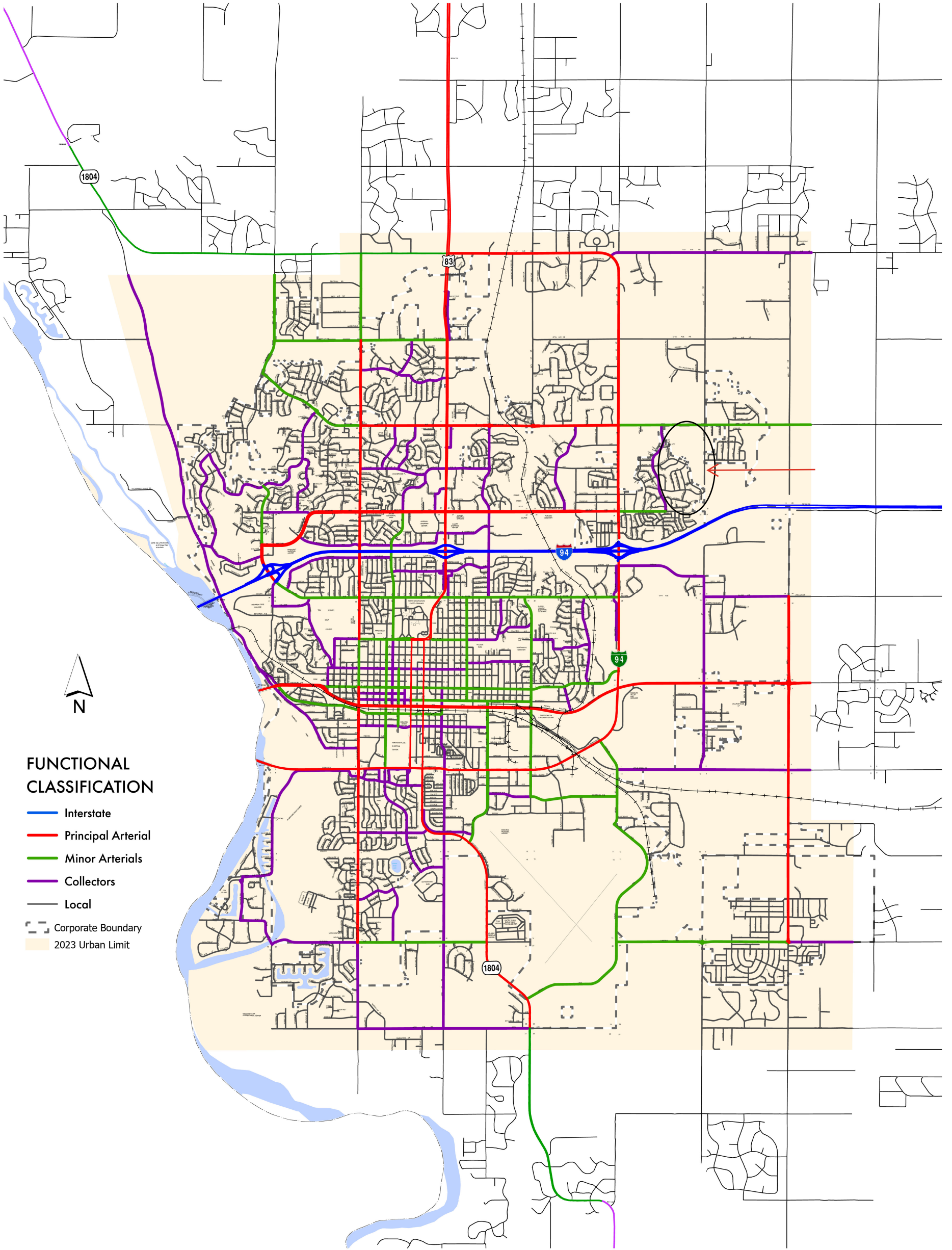
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North Dakota Roadway Functional Classification Change Request

Date of Request: 4/21/26		Route Number (and/or name): Century Avenue	
Current Functional Classification: Not Classified		Proposed Functional Classification: Minor Arterial	
City/County: (Please attach map) Bismarck/Burleigh	Project Control Number (PCN): (If applicable)	New, or existing roadway? Both	
Proposed mileage to be reclassified: 0.62	Begin point: Roosevelt Dr	End point: 52 nd St NE	
Description of affected roadway segment: This segment reflects the 2025 extension of Century Ave from Kost Drive to 52nd Street NE which would allow the segment of Roosevelt Dr to 52nd Street NE to be functionally classified.			
Current National Highway System (NHS) Designation: Not Designated		Proposed NHS Designation: N/A	
Current Highway Performance Classification System (HPCS) Designation: Not Designated		Proposed HPCS designation: N/A	
Current Route Ownership/Jurisdiction: City of Bismarck		Proposed Route Ownership/Jurisdiction: City of Bismarck	
Origination of request: City of Bismarck request			
Reason for change in functional classification: This is a 2025 constructed extension of E Century Avenue, connected to a segment of Century Ave which is currently a minor arterial. The extension should also be designated as such.			
Signature:		Date:	
Signee's Title:			
Instructions: 1. Before submitting, please assure the form is filled out completely, including signature and date. 2. Also, please attach a copy of an appropriate City or County Functional Classification map from the NDDOT Web pages (https://www.dot.nd.gov/business/maps.htm) that clearly designates the roadway(s) being proposed for a change of functional classification. 3. The form, map, and any other documents or materials deemed supportive may be scanned into PDF format and transmitted as attachments via E-mail to Denny Johnson in the Planning/Asset Management Division – Data Management & Statistical Support Section at dennjohnson@nd.gov .			

North Dakota Roadway Functional Classification Change Request

Date of Request: 4/21/26		Route Number (and/or name): 52nd Street	
Current Functional Classification: Not Classified		Proposed Functional Classification: Minor Arterial	
City/County: (Please attach map) Bismarck/Burleigh	Project Control Number (PCN): (If applicable)	New, or existing roadway? New & Existing Roadway	
Proposed mileage to be reclassified: 0.85	Begin point: E Century Ave	End point: 43rd Ave NE	
Description of affected roadway segment: 52nd St NE is an unclassified roadway currently. It was extended to the south from Gold Dr to E Century Ave (0.427 mile extension), so it now connects into a roadway that the City wants to designate a minor arterial. 52nd St NE also connects to 43rd Ave NE, another minor arterial, to the north. 52nd is a 2 lane roadway.			
Current National Highway System (NHS) Designation: Not Designated		Proposed NHS Designation: N/A	
Current Highway Performance Classification System (HPCS) Designation: Not Designated		Proposed HPCS designation: N/A	
Current Route Ownership/Jurisdiction: City of Bismarck		Proposed Route Ownership/Jurisdiction: City of Bismarck	
Origination of request: City of Bismarck request			
Reason for change in functional classification: 52nd St NE was extended in 2025 to connect to E Century Ave, leading to the desire to designate the segment from Century to 43rd as functionally classified.			
Signature:		Date:	
Signee's Title:			
Instructions: 1. Before submitting, please assure the form is filled out completely, including signature and date. 2. Also, please attach a copy of an appropriate City or County Functional Classification map from the NDDOT Web pages (https://www.dot.nd.gov/business/maps.htm) that clearly designates the roadway(s) being proposed for a change of functional classification. 3. The form, map, and any other documents or materials deemed supportive may be scanned into PDF format and transmitted as attachments via E-mail to Denny Johnson in the Planning/Asset Management Division – Data Management & Statistical Support Section at dennjohnson@nd.gov .			



FUNCTIONAL CLASSIFICATION

- Interstate
- Principal Arterial
- Minor Arterials
- Collectors
- Local
- Corporate Boundary
- 2023 Urban Limit

Revised 12/2025, FHWA approved 12/17/2024

Notice of Disclaimer

The North Dakota Department of Transportation (NDDOT) makes this map available on an "as is" basis as a public service. Under no circumstances does NDDOT warrant or certify the information to be free of errors or deficiencies of any kind. NDDOT specifically disclaims all warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

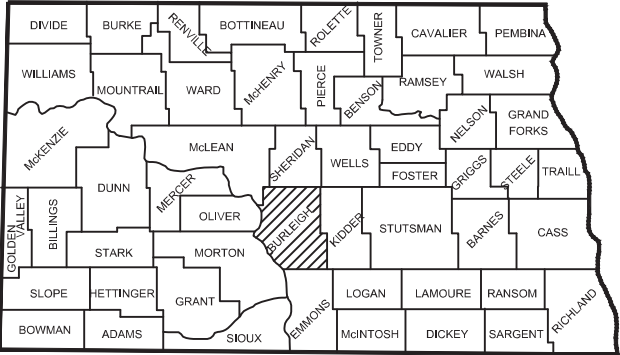
2025
FUNCTIONAL CLASSIFICATION
2020 POPULATION 73,622

BISMARCK
BURLEIGH COUNTY
NORTH DAKOTA

PREPARED BY
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
PLANNING / ASSET MANAGEMENT DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
0 0.5 1 2
Miles

DESIGN DATA				
EAST CENTURY AVE (CENTENNIAL RD TO KOST DR)				
TRAFFIC	AVERAGE DAILY			MAX HR
CURRENT 2023	PASS: 5,760	TRUCKS: 240	TOTAL: 6,000	600
FORECAST 2045	PASS: 9,600	TRUCKS: 400	TOTAL: 10,000	1000
Clear Zone Distance: 14'		Design Speed: 40 mph		
Minimum Sight Dist. for Stopping: 305'		Bridges: N/A		
Minimum Sight Dist. for Safe Passing: N/A		Sight Dist. for No Passing Zone: N/A		
Pavement Design Life 30 (years)				
EAST CENTURY AVE (KOST DR TO 52ND ST NE)				
TRAFFIC	AVERAGE DAILY			MAX HR
CURRENT 2023	PASS: 0	TRUCKS: 0	TOTAL: 0	0
FORECAST 2045	PASS: 11,760	TRUCKS: 240	TOTAL: 12,000	1200
Clear Zone Distance: 14'		Design Speed: 40 mph		
Minimum Sight Dist. for Stopping: 305'		Bridges: N/A		
Minimum Sight Dist. for Safe Passing: N/A		Sight Dist. for No Passing Zone: N/A		
Pavement Design Life 30 (years)				
52ND ST NE (EAST CENTURY AVE TO GOLD DR)				
TRAFFIC	AVERAGE DAILY			MAX HR
CURRENT 2023	PASS: 0	TRUCKS: 0	TOTAL: 0	0
FORECAST 2045	PASS: 11,760	TRUCKS: 240	TOTAL: 12,000	1200
Clear Zone Distance: 18'		Design Speed: 45 mph		
Minimum Sight Dist. for Stopping: 360'		Bridges: N/A		
Minimum Sight Dist. for Safe Passing: N/A		Sight Dist. for No Passing Zone: N/A		
Pavement Design Life 20 (years)				



STATE OF NORTH DAKOTA

CITY OF BISMARCK
EAST CENTURY AVE IMPROVEMENTS
HC 165

EAST CENTURY AVE FROM CENTENNIAL ROAD TO 52ND ST NE
52ND ST NE FROM EAST CENTURY AVE TO GOLD DR

Burleigh County, North Dakota
Grading, Aggregate Base Course, PCC Pavement, Hot Mix Asphalt,
Curb & Gutter, Shared-Use Path, Sidewalk, Watermain, Sanitary Sewer,
Storm Sewer, Lighting, Flashing Beacon, Signing, & Pavement Marking

GOVERNING SPECIFICATIONS	Date Adopted
Construction Specifications for Municipal Public Works Improvements Bismarck, ND	January 2024

DESCRIPTION	LENGTH OF PROJECT	
	NET MILES	GROSS MILES
East Century Ave	1.097	1.097
52nd St NE	0.427	0.427



DESIGNERS	
Zach Vlaminc	Kyle Huffman
Jayden Pifer	Kyle Kruckenburg
Todd Hummel	Brad Krogstad
Sean Kelly	Caitlin Wotruba
Andrew Werder	Sidney Mann



Basis of Survey
All coordinates are NAD83 (2011), State Plane
Coordinate System, North Dakota South Zone 3302,
GEOID 18 (Conus), and NAVD 88 (International Feet).

APPROVAL OF CITY ENGINEER
I, GABRIEL J. SCHELL, P.E., CITY ENGINEER, FOR THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE THESE PLANS FOR EAST CENTURY AVE IMPROVEMENTS, PROJECT NUMBER HC 165 AS SHOWN ON THE ACCOMPANYING PLANS.

GABRIEL J. SCHELL
CITY ENGINEER BISMARCK,
NORTH DAKOTA
DATE: 11/13/24

HEREBY CERTIFY THAT THE ATTACHED PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

TODD HUMMEL
DESIGN ENGINEER
DATE: 11/13/24

REGISTERED PROFESSIONAL ENGINEER
TODD HUMMEL
PE-10606
DATE 11/13/24
NORTH DAKOTA

**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

The Bismarck-Mandan Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

Passenger Rail Station Siting Study

Qualifications-based selection criteria will be used to analyze technical proposals and interviews from responding consultants. The MPO reserves the right to reject any or all proposals. **This project has a not to exceed budget of \$225,000.**

Interested firms should contact Kimberly Riepl, Principal Transportation Planner, at the Bismarck-Mandan MPO, 221 N 5th Street P.O. Box 5503, Bismarck ND 58501. Contact can also be made via phone 701.355.1844 or by email: kriepl@bismarcknd.gov.

All proposals received by 4:00 PM (CST) on Friday, May 15, 2026, will be given consideration for an interview. The Bismarck-Mandan MPO reserves the right to limit the interviews to a maximum of five (5) firms whose proposals most clearly meet the RFP requirements. Firms will be notified in writing or by phone of shortlist results. Successful candidates will receive date, time, and location information for the interviews.

It is the responsibility of the consultant to ensure all required elements of the proposal are submitted. Proposals missing required elements will be rejected and consultants will be denied interviews.

Respondents must submit one (1) electronic copy of the proposal. The full length of the proposal shall be no more than eight (8) pages. Appendix material and the cover page will not count toward the eight (8) page limit. Submittals must be received no later than 4:00 PM (CST), Friday, May 15, 2026, and may be emailed to:

kriepl@bismarcknd.gov

Once submitted, the proposals become the property of the MPO. Proprietary information must be clearly noted in the proposal, or it will be subject to open records laws.

REQUEST FOR PROPOSAL

TO PERFORM PLANNING SERVICES FOR:

Passenger Rail Station Siting Study



BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION

**Kimberly Riepl
Principal Transportation Planner**

PROPOSALS MUST BE DELIVERED TO
BISMARCK-MANDAN MPO
BY 4:00 P.M. Central Standard Time, Friday, May 15, 2026

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Appendix A: Proposed Sub-Consultant Request Form

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Form

Appendix C: Certification and Restriction on Lobbying Form

Appendix D: Federal, State and Local Clauses

I. PURPOSE OF THE REQUEST

The purpose of this Request for Proposals (RFP) is to provide interested consulting firms with enough information about the professional services desired by the Bismarck-Mandan Metropolitan Planning Organization (MPO) for the following project:

Passenger Rail Station Siting Study

The MPO is requesting the services of a transportation engineering/planning firm to conduct a study to identify and evaluate station corridors and potential site locations for a new passenger rail service station(s) and platform(s) to serve the MPO area and surrounding region. The Study will be conducted in cooperation with the cities of Bismarck, Lincoln, and Mandan, along with Burleigh County and Morton County as well as the North Dakota Department of Transportation (NDDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

II. GENERAL INSTRUCTIONS

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

Kimberly Riepl
Bismarck-Mandan MPO
221 N 5th Street
P.O. Box 5503
Bismarck, ND 58506-5503
Phone: 701.355.1844
E-Mail: kriep1@bismarcknd.gov

B. Proposals shall be submitted to:

Kimberly Riepl
kriep1@bismarcknd.gov

C. All Proposals must be clearly identified with the following:

- 1) NAME OF THE SUBMITTING FIRM
- 2) 'Proposal for: Passenger Rail Station Siting Study

D. The MPO will only consider proposals received prior to 4:00 PM Central Standard Time on Friday, May 15, 2026. One (1) electronic copy must be received by the deadline. Electronic copies may be emailed to kriep1@bismarcknd.gov. Proposals received after the 4:00 PM deadline will be considered unresponsive and will not be considered for an interview. The MPO reserves the right to reject any or all proposals.

E. Proposal Cut Down: The Selection Committee intends to interview between three (3) and five (5) consultants, depending on the number and quality of proposals received. The strength of the written proposals will be the basis for awarding an interview. Consultants will be notified of their interview status by phone or email May 27-29, 2026.

F. Selection Committee: The Selection Committee will consist of a panel of up to six (6) people; five (5) voters and one (1) moderator. The MPO Project Manager will moderate the interviews. In the case of a first ranked tie, the moderator's ranking will provide the tie-breaking score.

G. Interviews: Consultants will be evaluated on both written proposals and interviews. Interviews may be conducted in person, remotely, or using a hybrid combination of both options at the discretion of the candidate. Ranking is based on the criteria listed in Section V: Evaluation Criteria and Process. Interviews are planned to be held June 8-June 11, 2026. Consultants will be given forty-five (45) minutes to present their proposals and entertain questions. The consultant will be responsible for

managing their interview and allowing time for questions. The MPO project manager will provide a TEAMS link for the interview to enable screen sharing.

H. Selection and Approvals: Selection will be based on the interview committee's recommendation. All interviewees will be notified of the selection results in writing. Approval of the top ranked firm will be requested by the MPO's TAC and Policy Board on June 15 and 16, 2026, respectively.

I. Contract Negotiations: Contract negotiations will begin immediately after Policy Board approval. 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 Exhibit A. 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 (**Disclaimer:** This contract will be subject to a financial assistance contract between the state of North Dakota and the USDOT).

Successful final negotiations shall include:

- 1.) Prime Consultant scope of work and final fee schedule not exceeding **\$225,000 (programmed to expend up to \$112,500 in 2026 and the remaining balance in 2027).**
- 2.) Scope of work and fee schedule for ALL Subconsultants
- 3.) Prime Consultant Certificate of Liability Insurance
- 4.) Prime Consultant Indirect Cost Form (blank form provided by MPO)
- 5.) SFN 60233: Prime Consultant Request to Sublet Form (blank form provided by MPO)
- 6.) Up-to-date SF330 Form for NDDOT, if needed (see Section III: Content of Proposals)

III. CONTENT OF PROPOSALS

Length of Proposals:

The main body of the proposal shall be no more than eight (8) pages and pages shall be numbered. The cover page, table of contents, and appendix will not count toward the proposal page limit of eight (8) pages.

Required Elements for Proposal:

The consultants are requested to be as brief and concise as possible. The main body of the proposal shall address the following major sections:

- a) Description of firm
- b) Organizational chart showing project team and general activities
- c) Table of key individuals' time-available for project/study
- d) Understanding of project and proposed work approach
- e) Brief examples of past, pertinent work projects

Required Elements for the Appendix:

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

- **Proposed Project Schedule:** Proposed schedules may begin as early as July 1, 2026, and should detail all activities necessary to complete the study. Activities may include but are not limited to:
 - Contract Negotiations
 - Monthly updates (via Zoom or in person) to MPO TAC and Policy Board
 - Data Acquisition (provided, as available, by the MPO, NDDOT, and local jurisdictions)
 - Steering Committee Meetings/Activities
 - Documents/Tech Memos for Study Milestones
 - Stakeholder Interviews
 - Public Input Meetings
 - Public Outreach Activities (webpage, meetings, social media, news releases, etc.)
 - Draft Report Development
 - Draft Report Review by Steering Committee, MPO, NDDOT, FHWA, and/or FTA (required before presentation to all city and county commissions, city councils and MPO boards)
 - Final Presentations to the Bismarck City Commission, Mandan City Commission, Lincoln City Council, Burleigh County Commission, Morton County Commission, and the MPO

TAC and Policy Board

- Quality Control/Quality Assurance (QC/QA) program: Detail the program that will be used on the project. This (QC/QA) program must identify the team members, their responsibilities, and stages of development at which each is to be responsible.
- Required Qualification Based Selection (QBS) Documents:
 - Signed Proposed Sub-Consultant Request Form (Appendix A)
 - Signed Consultant Self Certification of Government-Wide Debarment and Suspension (Nonprocurement) Form (Appendix B)
 - Signed and Notarized Certification and Restriction on Lobbying Form (Appendix C)
- Resumes or list of Personnel: Detail who will be assigned to work on the project (including titles, education, and/or work experience).
- 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 omitted in their proposal, but **the consultant selected for contract negotiations must provide an active SF 330 before the contract can be signed.** See <https://www.gsa.gov/system/files/2024-08/SF330-21a.pdf> for a link to the SF 330. All SF 330 forms will be kept on file by the MPO and forwarded to NDDOT.

Disclosure of Proposal Ownership:

At the conclusion of the selection process, the contents of all proposals will be subject to the City of Bismarck's Open Records policy in conjunction with North Dakota Century Code 44-04 requirements 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.

IV. ADDITIONAL REQUIREMENTS AND MISCELLANEOUS INFORMATION

State, Federal and Local Contract Requirements:

The City of Bismarck as the MPO's Host Agency, the NDDOT, and FHWA require that specific clauses accompany federally funded projects executed by the MPO. Consultants should be prepared to abide by the necessary clauses which are included verbatim and unaltered in all potential MPO contracts. *The clauses can be reviewed in Appendix D: State, Federal and Local Clauses.*

Ownership of Work Product:

One additional clause not included in Appendix D 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 Bismarck-Mandan Metropolitan Planning Organization (BMMPO) and North Dakota Department of Transportation (NDDOT), with an unlimited license for use by the federal government and its assignees without charge.

General Information:

Bismarck-Mandan MPO reserves the right to enter into a supplementary agreement to have the selected firm perform any additional work not currently assigned.

If the contract is terminated prior to completion of the final report, all work completed, which has been compensated for, shall become the property of the Bismarck-Mandan MPO and NDDOT, as per the 'Ownership of Work Product' Clause.

The final report will be submitted using the following formats and standards, if applicable:

- MS Word/ MS Excel
- Adobe Acrobat (Standard or Compatible)

- NDDOT Data Collection Codes and Procedures
- NDDOT and/or City, as applicable, Drafting Standards
- NDDOT Design Manual
- ArcGIS Online
- GIS Shapefiles

V. EVALUATION CRITERIA AND PROCESS

The selection process will be completed in accordance with Bismarck-Mandan MPO policies. Written proposals shall address the firm's ability to perform the necessary services in the allotted time with qualified personnel. Selection will be based on an array of measures chosen from the following criteria:

1. Recent, current, and projected workloads
2. Ability of professional personnel (staff experience and technical capabilities)
3. Related experience on similar projects
4. Location
5. Project understanding, issues and approach
6. Past Performance
7. Willingness to meet time and budget requirements
8. Recent and current work for the agency
9. Project schedule

The final selection will be based on written proposals along with interviews. All firms not selected will be notified in writing.

A final scope of work will be developed, and cost will be negotiated with the successful firm. An agreement will be executed with a single firm. If unable to arrive at a mutual agreement with the top ranked firm, the MPO retains the right to move on to negotiations with the second (then third, etc.) ranked firm. Approved sub-agreements for minor portions of the work will be permitted.

VI. REGIONAL CONTEXT AND EXISTING CONDITIONS

Bismarck-Mandan MPO Region:

The Bismarck-Mandan MPO consists of the cities of Mandan, Bismarck, and Lincoln, and the metropolitan portions of Burleigh and Morton counties. The MPO has a performance-based planning process that supports metropolitan community development and federal, state, and local transportation goals. These plans and programs are intended to lead to the development of an integrated, multi-modal metropolitan transportation system that facilitates the safe, efficient, and economic movement of people and goods.

The MPO planning area is roughly 394 square miles. It is bisected from north to south by the Missouri River and is generally comprised of rolling topography throughout. Within the MPO area, the city of Bismarck in Burleigh County has an approximate population of 75,500; the city of Mandan in Morton County approximately 24,522; and the city of Lincoln, also in Burleigh County, nearly 5,000. Burleigh County has seen an increase in its population to 103,107, making it the second most populous county in the state, while Morton County has likewise seen an increase over the 2020 US Census numbers and has approximately 34,000 residents. (Source: 2020-2024 5-year American Community Survey). One of the more noteworthy challenges facing the MPO planning area is the heightened level of growth experienced between 2011 and 2015, due largely to energy development in western North Dakota. The rapid growth rates during that time have now returned to more historic growth trends for the area which have traditionally hovered within a 1% to 1.5% annual rate of population growth. Currently, the adopted medium growth projection for the MPO area is a continuation of past trends, or a 1.1% annual growth rate for the period between 2025 and 2050.

While all growth within the region is generally perceived as positive, there are some concerns of particular interest, specifically: the residual impact of rapid growth on public service costs, the continued ability of the MPO region to grow in an efficient manner, and the ability to maintain the high quality of life enjoyed by residents of the communities. Heightened rates of growth strain many aspects of the region's transportation infrastructure. Topography, man-made barriers, and

historical development patterns have contributed to challenges regarding roadway connectivity in some areas of the region, leading to limited transportation options in those areas.

The railroad played an important part in the history of the state of North Dakota and in the communities within the MPO region. By 1890 North Dakota had two transcontinental railroads running east and west through the state: the Northern Pacific Railroad serving the southern portion of the state and the Great Northern Railroad in the northern tier of the state. Both railroads were instrumental to the settlement and growth of communities in what was then referred to as Dakota Territory, prior to North Dakota gaining statehood in 1889. The railroad replaced the steamboat as primary shipment mode of goods and materials by 1893, when the Northern Pacific Railroad reached the Pacific Coast and when construction of the Northern Pacific Railroad Bridge, spanning the Missouri River between Bismarck on the east and Mandan on the west, was completed. The railroad also became a fundamental form of transportation for passengers, affording them access within and beyond state borders, all the way to both the East Coast and West Coast. This study will be concerned with the east-west passenger rail service and track used to previously provide service to the southern tier of North Dakota.

Due to the establishment of commercial passenger air travel post-World War II and even more, the improvements to travel by car introduced by the interstate highway system in the 1950's, passenger rail ridership declined significantly throughout the 1960's, which prompted US Congress to pass the Rail Passenger Service Act of 1970. The act established the National Railroad Passenger Corporation, known as Amtrak. Amtrak maintained passenger rail service to the southern tier of North Dakota through the North Coast Hiawatha passenger rail route, a part of the 2,300-mile long distance service route (routes over 750 miles) from Chicago, Illinois, to Seattle, Washington. The route entered North Dakota at the eastern border, with train depots at Fargo, Valley City, Jamestown, Bismarck, Mandan, and Dickinson before entering Montana. This route was discontinued by Amtrak in 1979.

Local Existing Conditions:

The largest urban community in the MPO area is the city of Bismarck. Located on the east side of the Missouri River, it serves as the center for government services, as the capital city of North Dakota, and as the Burleigh County seat. It serves as the highest concentration of employment in the metropolitan area and is a regional health care, educational, and retail center. The downtown core is home to the historic Northern Pacific train depot, located on the north side of the tracks and now under private ownership, which has been rehabilitated to support a restaurant and special events. The Burlington Northern Santa Fe (BNSF) rail line that runs through Bismarck between Main Avenue and Front Avenue is a single track and transects the downtown north and south. There are several at grade railroad crossings, several of which are designated quiet zone crossings.

The city of Lincoln is a growing suburban community located southeast of Bismarck. While primarily residential, it has an expanding mix of retail, financial, and service businesses and an elementary school constructed in 2014 in response to the unprecedented growth the community was experiencing. The BNSF rail line, a single mainline track, runs north of Lincoln, on the south side of and roughly parallel to Apple Creek Road.

The city of Mandan is located on the west side of the Missouri River in Morton County. The second largest urban community in the MPO area, Mandan has a good mix of residential, retail, commercial and satellite health care facilities; however, residents still must seek many significant health care services at the major health care centers in Bismarck. Mandan serves as the county seat for Morton County and is the largest community along the I-94 corridor west of the Missouri River and east of Dickinson.

The BNSF Railroad Bridge connects communities on either side of the Missouri River by rail. The former bridge is being replaced, and the new bridge is designed to accommodate a double track. There is currently a single track mainline leading westward from the Bridge into Mandan and the mainline runs on the south side of and roughly parallel to Main Street in Mandan, with a rail yard situated in the western third of the city. Abutting the railyard's north side is the historic Northern Pacific train depot. The City of Mandan purchased this depot and is currently leasing it to private entities. The city hosts many community events in the Dykshoorn Park situated between the historic depot, the railyard, and the local library.

Morton County, while having a population of slightly more than 34,000 residents in an area of 1,926 square miles, has one of the greatest distances from its east to west boundaries of North Dakota state counties. Along with Interstate 94 transecting the northern portion of Morton County, is the BNSF railroad, with a single track mainline. Founded during the height of railroad expansion in the state, Morton County communities sprang up or expanded. Often, the presence of the

railroad accelerated population growth, especially with the establishment of branch lines to transport grain and livestock to markets. Aside from Mandan, most Morton County communities maintain a distinctly rural character with lower populations and many of the residents residing on farms and ranches in rural and surrounding areas. Many of these residents find themselves having to travel for healthcare appointments and medical treatments, as well as to shop for items not available in their smaller communities. The national trend to age in place applies equally to residents in small towns along and off the I-94 corridor as well as in the more remote rural locations.

Burleigh County, on the eastern banks of the Missouri River, has seen significant growth in its population not only due to growth occurring in Bismarck and Lincoln, but also to outlying areas of these communities. Rural subdivisions are popular housing choices for residents wanting to remain outside urban limits but retain the amenities they have to offer. Burleigh County also owes much of its historical growth to the railroad; for instance, even during the depression, Burleigh County continued to increase in population, which has been credited to the presence of the railroad. Towns along the North Pacific line to the east of Bismarck were Menoken, and further east, McKenzie, Sterling and Driscoll, which all exist today. East from the Lincoln area, BNSF maintains a single track mainline until reaching Menoken, a small rural community which is located 2 miles east of the MPO planning area boundary and has direct access to Interstate 94 to the north.

Passenger Rail Service is not new to the Bismarck-Mandan MPO region, although it does not exist here presently. The restoration of passenger rail service along the former North Coast Hiawatha line was identified by the Federal Railroad Administration (FRA) in its Long Distance Service Study completed in 2024, as a “selected preferred route option for service restoration, enhancement, or expansion.” FRA received comments from people across the country who would use these route options to visit family, connect to higher education and job opportunities, get medical treatment, see national parks, and travel to and from military bases and installations. Travelers with disabilities, travelers who are unable to drive, and travelers who are concerned about affordability also submitted comments supporting the network of selected preferred route options. These comments accurately summarize transportation needs of residents and visitors within the MPO region.

The Big Sky Passenger Rail Authority of Montana is sponsoring a project named Big Sky North Coast Corridor to advance the restoration of passenger rail service through the FRA Corridor Identification Program. The project, which would see the restoration of passenger rail service through the southern tier of North Dakota, likely using existing BNSF rail, has been awarded funding for three phases leading to completion/implementation. BSPRA has successfully completed Phase 1 and is beginning Phase 2 which includes creating the service development plan. As part of this phase, BSPRA will examine frequency and timing, including things such as timetable/schedule and turnaround time. BSPRA anticipates the return of passenger rail service to the region as soon as early- to mid-2030's. The Bismarck-Mandan MPO and its partners are members in the BSPRA Government Partner Program to restore passenger rail as a transportation option to the residents and visitors of the MPO region.

VII. OBJECTIVE

The objective of this project is to identify and evaluate station corridors and potential site locations for a new passenger rail service station(s) and platform(s) to serve the MPO area and surrounding region. Alternatives provided through this study should answer the following questions:

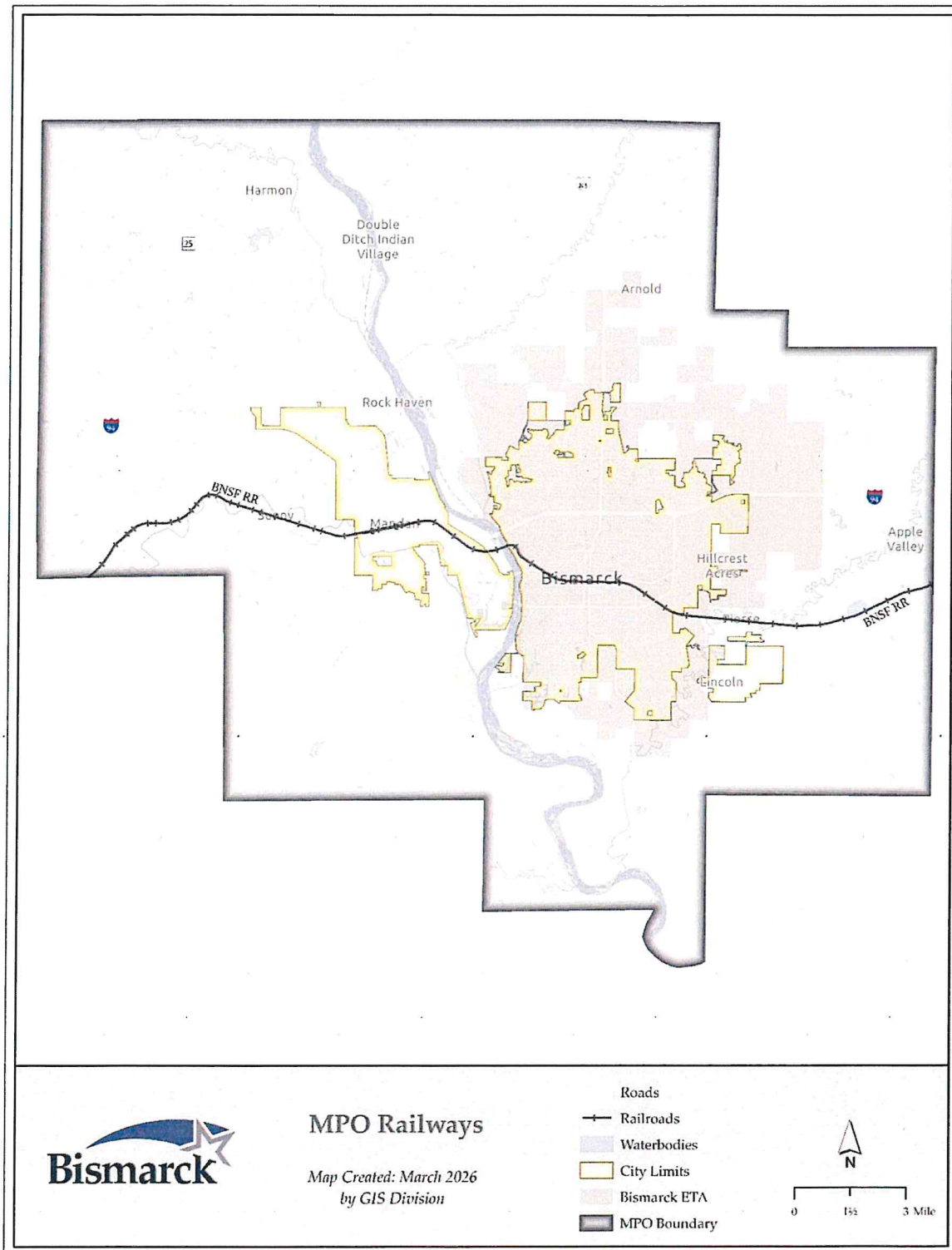
- 1.) Is the ideal solution to have a single station to serve all passengers in the MPO planning area and surrounding region or multiple stations within the region?
- 2.) Using a matrix developed based on the evaluative criteria established through this study, how do the preferred passenger rail station/platform location(s) rank?

The consultant will identify station corridors along the BNSF rail line, the proposed passenger rail service line, from the western bounds of the Bismarck-Mandan MPO planning area in Morton County to the easternmost MPO boundary in Burleigh County. Within these station corridors, potential station sites will be identified and further evaluated to determine feasible station siting locations based on criteria developed through this study. A set of metrics will be established to assist in weighing location options and to use in ultimately determining station siting preferences for the MPO region.

Results from this study will prepare the MPO and its partners, as members in the BSPRA Government Partners Program, with alternatives to provide as recommendations for appropriate placement of passenger rail depot(s) or train station(s) within the MPO region.

VIII. STUDY AREA

The study area includes the cities of Bismarck, Lincoln and Mandan, and those portions of Burleigh County and Morton County, North Dakota, included in the Bismarck-Mandan MPO planning area, with a focus along the Burlington Northern Santa Fe (BNSF) rail line. This rail line runs laterally east and west, south of and approximately parallel to Interstate 94, as illustrated on the Study Area Map below.



IX. SCOPE OF WORK

The selected consultant will identify the existing BNSF mainline railroad track system including yards, wye, rip track, and sidings, along with projected need required to accommodate passenger rail service in the MPO region using the same BNSF rail line. The consultant will identify station corridors along the BNSF rail line from the western bounds of the Bismarck-Mandan MPO planning area in Morton County to the easternmost MPO boundary in Burleigh County. Within these station corridors, potential station sites will be identified and further evaluated to determine a final list of feasible station siting locations based on evaluative criteria consisting of both technical and planning principles. A set of metrics will be established to assist in weighing location options and to ultimately use in determining station siting preferences for the MPO region.

Evaluation Criteria may include but not be limited to the following Technical Principles:

1. Train access and operation (including freight impacts)
 - a. Track availability
 - b. Track ownership/ROW
 - c. Rail curvature or tangent track
 - d. Wye, sidings, rip track, yards
2. Site size and configuration - minimum geometric requirements
 - a. Station area
 - i. Access
 - ii. Parking
 - iii. Amenities (i.e. restrooms, ticket kiosks, customer service/support stations, etc.)
 - b. Platform requirements, dimensions, and clearances
 - c. Track dimensions/spacing
3. Site size and configuration - rail amenity space
 - a. Multiple platforms or platform faces
 - b. Multiple station tracks
 - c. Level boarding
4. Site ownership and control
 - a. Agreements
 - b. Additional space/acreage for compatible facilities/uses beyond those required by Amtrak/RR operations
5. Safety and security
 - a. Operations
 - b. Site

Evaluation Criteria may also include, but not be limited to, the following Planning Principles:

1. Community focus - connections and proximity
 - c. People
 - d. Employment centers/jobs
 - e. Destinations
2. Community focus – corroboration
 - a. Compatibility with existing/future zoning
 - b. Compatibility with local plans
 - c. Community and stakeholder support
3. Equitable access and multimodal connectivity – existing and future
 - f. Bicycle & pedestrian infrastructure
 - g. Transit proximity
 - h. Connectivity to destinations
 - i. Safety opportunities
6. Environmental resources
 - a. Cultural
 - b. Historic
 - c. Natural
7. Land use and development
 - a. Amenities and facilities beyond the minimum requirements of Amtrak/FRA (mobility hub, etc.)
 - b. Transit Oriented Development

- c. Visitor Destinations
- 8. Implementable Solutions
 - a. Time
 - b. Cost
 - c. Acquisition complexity
 - d. Funding sources

Existing conditions, future forecasting, and public involvement will be utilized to identify and then evaluate station corridors and potential site locations for a new passenger rail service station(s) and platform(s) to serve the MPO area and surrounding region. The consultant will produce a range of alternatives with appropriate prioritization based on analysis and evaluation of data and public input, along with Steering Committee, Stakeholder, and MPO feedback. Alternatives should be organized into short, medium, and long-term actions, with benefits, feasibility, estimated costs, funding sources, and trade-offs provided.

Project Management

This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of progress reports, documenting travel and expense receipts, and preparing and submitting invoices in a timely manner (monthly). This task includes monthly progress reports to the MPO, TAC, and Policy Board.

Monthly TAC and Policy Board Meetings:

The consultant will provide monthly updates to the MPO TAC and Policy Board. Updates will be provided through written progress reports along with verbal updates at each meeting if warranted (as determined by the project manager) and with written memorandums as applicable, to briefly apprise board members on the status of the project.

Steering Committee:

The MPO project manager will assist the consultant in developing a Steering Committee for the study. The Committee may include but are not limited to the following agency and/or organizational representatives:

- City and County Planners
- City and County Engineers
- City and/or County Elected Officials
- Bis-Man Transit
- Bismarck-Mandan Chamber EDC
- BMMPO Staff
- Amtrak Government Affairs Representative
- BNSF Public Affairs Officer
- NDDOT - Local Government Division and/or Planning & Asset Management Rail Division
- NDDOT Bismarck District
- FHWA
- FRA
- FTA

The consultant shall meet with the Steering Committee periodically and as necessary during the study process to review data and recommendations. The consultant shall provide progress/technical memorandums at key points throughout the study process. Enough copies shall be provided for distribution to the Steering Committee.

Data Collection:

The consultant shall identify the data collection needed to support the Scope of Work. The consultant shall also identify times and methods in which the data will be collected. The MPO and its jurisdictions will provide datasets as available. The MPO may have the ability to obtain limited travel demand model runs for specific scenarios identified by the consultant within the scope of this study; however, it should be generally understood that any additional data collection needed to complete technical analysis will be the responsibility of the consultant.

Draft and Final Report

The consultant is responsible for providing the draft report and appendices in electronic format for review. The consultant should be prepared to provide up to six (6) paper copies of the final report as well as an electronic format. All graphics of preliminary and final alternatives within the report shall be easy to read and easy to reproduce. Summaries and technical

analysis of important meetings shall be included in the appendix of the report. Comments received from public meetings and public comment opportunities shall be addressed and included in summarized form within the appendix of the final report. All deliverables, including PDFs, web pages, interactive features, and multimedia content, shall conform to WCAG 2.1 Level AA success criteria, available here: <https://www.w3.org/TR/WCAG21/>. Documents will require an accessibility check report from a tool such as [PAC 2026](#), Adobe Acrobat's built-in checker, or similar.

X. REVIEW AND COMPLETION PROCESS

A. Draft Development and Review:

A draft report shall be produced after all recommendations have been developed and approved by the Steering Committee. Electronic copies of the draft report shall be provided for the Steering Committee, the MPO project manager, NDDOT, FHWA and FTA for their review and comment. All comments from the MPO, NDDOT, FHWA, and FTA shall be addressed to the respective entity's satisfaction prior to development of the final draft report and final presentations.

B. Final Presentations/ Completion:

The draft report shall be advertised and made available to the public for a minimum of fifteen (15) days before the final presentations. All comments received from public meetings and public comment opportunities shall be addressed, summarized, and included in the appendix of the draft final report.

The consultant will be requested to make a presentation to the Bismarck City Commission, the Mandan City Commission, the Lincoln City Council, the Burleigh County Commission, the Morton County Commission, and the MPO Technical Advisory Committee and MPO Policy Board for review and acceptance/approval of the draft final report. Approval of the draft final report by the MPO Policy Board, and subsequent distribution of study deliverables, will mark the completion of the study.

C. Deliverables:

The final report shall be produced after all comments on the draft report are addressed, final presentations are complete, and the report has been approved by the MPO TAC and Policy Board and shall be delivered as one (1) electronic version. All final products are to be delivered to the MPO project manager for dissemination to the appropriate City, County and MPO staff, TAC and Policy Board Members, and oversight entities.

D. Schedule for Contract Development and Final Project Deadline:

RFP Release/Posting	April 24, 2026
Proposal Submittal Deadline	May 15, 2026
Notification for Interviews	May 27, 2026
Interviews	June 8-11, 2026
Consultant Approval(s)	June 15-16, 2026
Formal Notification of Firms	June 17-18, 2026
Negotiation of Work Fee and Scope of Work	June 17-24, 2026
Notice to Proceed	June 30, 2026 (Approx.)
Draft Report Public Comment/Review Period	March-April 2027
Final Project Report & Presentations	June-July 2027
Project Completion	July 31, 2027

XI. PUBLIC INVOLVEMENT PLAN

It is imperative that residents, businesses, and stakeholders be involved in the development of the study. Direct effort shall be made to obtain meaningful input and broad-based support from disadvantaged or underserved populations and from the community at large. Consultants shall prepare a Public Involvement Plan that is consistent with the MPO Public Participation Plan and complies with Title VI of the Civil Rights Act of 1964. The following are the minimum public involvement activities the consultant should include:

- 1) The study will have two (2) public involvement opportunities for the general public, including residents, businesses, and stakeholders, at strategic times during the study. Each public involvement opportunity will consist of one (1) meeting in Burleigh County and one (1) meeting in Morton County. Public involvement opportunities

may be in-person, online, or hybrid. Meetings should inform the community of the study's purpose, extents, and progress; present existing conditions and alternatives; and engage the public to provide input. All input and attendance from the public meetings shall be recorded and addressed in the final document.

- 2) Consultants should also reach out to the community at large, as well as to interested or affected community members using novel means to inform the public and gather their opinions. Suggested ideas could include, but are not limited to, flyers; paper, telephone, or electronic surveys; booths or other presence at appropriate community events; updates in City bulletins; radio or television PSAs; coordination with local public or commercial media outlets; or presentation to advocacy/community/business groups.
- 3) A website for the project that will be interesting, provide up-to-date information, and be ADA compliant and easy to use by the public. The consultant is encouraged to include recorded versions of public presentations and a map-based interface (interactive map) to provide additional opportunity for public comments.
- 4) The MPO requests that a member of the consultant team develops graphics for social media and other online engagement formats to enhance the public involvement process and encourage the public's participation. These graphics and engagement tools, once designed, are to be shared with the MPO for dissemination to appropriate parties for posting.
- 5) Seven (7) final presentation meetings, with potential for each to be a public hearing. One meeting with each entity below. Final Presentations may be given in-person or remotely.
 - Bismarck City Commission
 - Lincoln City Council
 - Mandan City Commission
 - Burleigh County Commission
 - Morton County Commission
 - MPO Technical Advisory Committee
 - MPO Policy Board

Other Engagement Notes:

Public meetings and final presentations will be advertised in the local newspaper(s). Consultants are responsible for preparing newspaper advertisements for public meetings and final presentations. The MPO reviews the ads, provides necessary modifications to language and formatting, and coordinates printing with the local newspaper(s). BMMPO is responsible for the cost of the print newspaper advertisements.

XII. INFORMATION AVAILABLE TO THE CONSULTANT

The following resources/data/information are available for the study from the Bismarck-Mandan MPO and its partners:
(The Fringe Area Roads Master Plan and the Transit Development Plan are currently being updated)

Available for Download:

1. [Arrive 2050 \(2025-2050 MTP\)](#)
2. [Travel Demand Model Review and Socio-Economic Projections Final Report](#)
3. [2026-2029 Transportation Improvement Program](#)
4. [2023 Transit Development Plan](#)
5. [MPO Monitoring Report \(2025\)](#)
6. [Bismarck Together 2045 Comprehensive Plan](#)
7. [Downtown Bismarck Subarea Study](#)
8. [MPO Public Participation Plan](#)
9. [MPO Traffic Count Data](#) (Provided through NDDOT)
10. [Multi-Use Trails Map](#)
11. [Safe Routes to Services](#)
12. [Bismarck Mandan Regional Freight Study](#)
13. [Mandan Downtown Subarea Study](#)
14. [Burleigh County Future Land Use Plan](#)
15. [Fringe Area Road Master Plan – Burleigh County](#)
16. [Fringe Area Roads Master Plan – Morton County](#)
17. [I-94 Corridor Study](#)
18. [Bismarck Mandan Regional North South Beltway Corridor Study](#)

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental and Transportation Services
SFN 60232 (09-2012)

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

NDDOT Project Number		NDDOT Project Control Number (PCN)		Prime Consultant Company Name	
Company Name		Owner			
Address		City		State	ZIP Code
Company Telephone Number	Fax Number		E-Mail Address		

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

Type of Work to be Subcontracted

The undersigned declares that all statements listed above are true.

Firm Name
Print Name
Title
Signature
Date
Is Firm Currently NDDOT Certified as a DBE? ☐ Yes ☐ No

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____
 Signature of Authorized Official _____ Date / ____ / ____
 Name and Title of Contractor's Authorized Official _____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Type _____

or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

State, Federal and Local Clauses

State Clauses

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
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 Nondiscrimination 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.



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota: Parties: State –
State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$500,000 per person and \$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 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



Federal Clauses

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

23 CFR 635.410

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

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- (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

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

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

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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

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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

2 CFR Part 200 Appendix II (A)

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

TERMINATION FOR CAUSE AND CONVENIENCE – 2 CFR PART 200 APPENDIX II (B)

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

CFR Part 200 Appendix II (F)

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

DEBARMENT AND SUSPENSION

2 CFR Part 200 Appendix II (I)

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

BYRD ANTI-LOBBYING AMENDMENT -

2 CFR Part 200 Appendix II (J)

Appendix

- (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.

Local Clauses

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Contract Provisions

The following is a list of contract or award provisions a vendor or contractor must sign based on the contract amount.

- If contract is > \$250,000, it must contain legal remedies for breach of contract
- If contract is > \$10,000, it must contain termination for cause and convenience
- If construction contract, it must contain Equal Employment Opportunity
- If construction contract and > \$2,000, it must include Davis-Bacon Act
- If contract is > \$100,000 and includes mechanics or laborers, it must include Contract Work Hours and Safety Standards Act
- If contract is a funding agreement for experimental, developmental, or research, it must include Rights to Inventions Made
- If contract is > \$150,000, it must contain the Clean Air Act and Federal Water Pollution Control Act
- If contract is > \$25,000, it must contain Suspension and Debarment
- If contract is > \$100,000, it must contain Byrd Anti-Lobbying
- If State or political subdivision of State and contract is > \$10,000, it must contain recovered materials in provision
- All Subawards must include provision of Prohibition of Certain telecommunication and video surveillance services or equipment
- All contracts, subawards and purchase orders must include of indicating domestic preferences for procurements.
- If Contract is \$25,000 and over, it must include provision of Waste Fraud and Abuse notification to Federal government 2 C.F.R. §§180.220 and 31 U.S.C. § 3729

An example of contract language for each provision is listed below.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Grantor

The Grantor shall have the following rights in the event that the Grantor deems the Subrecipient guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Grantor for and at the expense of the Subrecipient, either directly or through other Subrecipients;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include. Rights and Remedies of Subrecipient

Inasmuch as the Subrecipient can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Grantor, the Subrecipient expressly agrees that no default, act or omission of the Grantor shall constitute a material breach of this Contract, entitling Subrecipient to cancel or rescind the Contract (unless the Grantor directs Subrecipient to do so) or to suspend or abandon performance.

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Remedies

Substantial failure of the Subrecipient to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Grantor will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Subrecipient recognizes that in the event of a breach of this Contract by the Subrecipient before the Grantor takes action contemplated herein, the Grantor will provide the Subrecipient with sixty (60) days written notice that the Grantor considers that such a breach has occurred and will provide the Subrecipient a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Grantor. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Subrecipient mails or otherwise furnishes a written appeal to the Grantor's authorized representative. In connection with any such appeal, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Grantor's authorized representative shall be binding upon the Subrecipient and the Subrecipient shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Grantor's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Grantor, Subrecipient shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Grantor and the Subrecipient arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Grantor is located.

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Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Grantor or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

a. Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b. Termination for Lack of Funding or Authority

GRANTOR by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause

GRANTOR may terminate this Agreement effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

- 1) If Subrecipient fails to provide services required by this Agreement within the time specified or any extension agreed to by GRANTOR: or
- 2) If Subrecipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of GRANTOR provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this **Agreement**.

Providing Goods and Services to the City When City is Buying with Federal Funds

DAVIS-BACON ACT

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT - 2 CFR Part 200 Appendix II (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.

Providing Goods and Services to the City

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CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Grantor, Federal Emergency Management Grantor, and the appropriate Environmental Protection Grantor Regional Office. (3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency.

Federal Water Pollution Control Act

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency."

DEBARMENT/SUSPENSION

Either language can be added to the agreement, or the entity can sign a certification. Language added to agreement:

By signing this grant, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by and Department or Grantor of the State or Federal Government.

Or certification to be signed:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subrecipient Covered Transactions:

1. The prospective subrecipient of the Grantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Grantee's subrecipient is unable to certify to the above statement, the prospective subrecipient shall attach an explanation to this form.

SUBRECIPIENT:

Name of Company

**Providing Goods and Services to the City
When City is Buying with Federal Funds**

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

Data Universal Number System (DUNS) or Unique Entity Identifier (UEI)

By: _____
Signature Date

Subrecipient Name

Grantee Agreement Number:

BYRD ANTI-LOBBYING AMENDMENT - 2 CFR Part 200 Appendix II (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.

RESTRICTIONS FOR LOBBYING

Either language can be added to the agreement, or the entity can sign a certification. Language added to agreement:

Subrecipient assures that:

No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Grantor, 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 of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Grantor, 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, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Subrecipient shall require that the language of the Subrecipient Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Subrecipient Assurances.

Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grassroots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the

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preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures. No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

Or certification to be signed:

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

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Signature of Authorized representative _____ Date ____ / ____ / ____

Signature of notary and SEAL _____

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule. Meeting contract performance requirements; or At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Subrecipient agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: Procure or obtain.

Extend or renew a contract to procure or obtain; or

Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT

The Subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Grantor the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Build America Buy America (BABA). The Build America, Buy America Act was enacted as part of the infrastructure Investment Jobs Act (IIJA). Pub L.117-58. The Act establishes a domestic content procurement preference. Section 70912 defines projects to include “the construction, alteration, maintenance, or repair of Infrastructure in United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Any funds obligated by the grantee to the subrecipient are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

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WASTE, FRAUD, OR ABUSE - NOTIFICATION TO FEDERAL AWARDING AGENCY

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Federal awarding agency in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the Federal awarding agency, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the Federal awarding agency.

The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Subrecipient and Federal awarding agency, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient.


**BOLTON
& MENK**

Real People. Real Solutions.

Fringe Area Roads Master Plan Update Monthly Progress Report #5

Submission Date:

April 13, 2026

Performance Period:

March 1 – March 29, 2026

Project:

 Fringe Area Roads Master
Plan Update

BMI Job No.:

25X.139841.000

Recipient: Bismarck-Mandan
MPO

Prime Consultant:

Bolton & Menk

Mr. Larson:

Enclosed is Bolton & Menk's invoice for the Bismarck-Mandan Safe Routes to Services project, for the period ending March 29, 2026. The total fee for work completed during this time period is \$22,581.90. A brief overview of the project progress is provided below.

Tasks complete to date:

Task	% Billed	% Complete
Task 1: Discovery, Outreach, and Engagement	68.1%	65%
Task 2: Assessing Technical Needs	100%	100%
Task 3: Balancing Needs with Community Priorities	45.8%	45%
Task 4: Final Deliverables	14.3%	15%
Total:	49.2%	49.2%

Summary of Activities Within Invoice Period:

Task 1: Discovery, Outreach, and Engagement

- Project management team meetings and special meetings with BMMPO Staff
- Track 2 Stakeholder Workshops (March 11-12)
- Presentation to Technical Advisory Committee and Policy Board (March 16-17)
- Regular maintenance and data summary of public engagement and data collection digital tools

Task 2: Assessing Technical Needs

- Assessment of physical existing conditions around Fringe Area road network, with overall summary of findings
- Coordination with NDSU ATAC for travel demand model contributions
- Identification of major areas of deficiency and need in network

Task 3: Balancing Needs with Community Priorities

- Continued refinement framework of the plan taking on different roles and administrative/policy function than the current plan has.

Task 4: Final Deliverables

- Beginning development of report deliverables and other public-facing products

FARMP Update – Monthly Progress Report (cont.)

Required Action by BMMPO:

- None in this reporting period

Problems Encountered:

- None in this reporting period

Summary of Project Decisions:

- In response to feedback from the Steering Committee at the January meeting, the consultant team and MPO have proposed a new approach to the plan's structure, with the plan potentially defining a series of critical transportation corridors and network locations that would involve a higher degree of decision-making and review in the event of development proposing changes to the plan.
- Another meeting with the Steering Committee occurred on March 31, just outside the period covered by this invoice and progress report.
- The steering committee shared feedback on this approach and has been broadly supportive.
- In response to other feedback, we have proposed to change the approach to stakeholder involvement into a more focused workshop-based engagement around major corridors and hot spots. This format was developed substantially in February, with supporting materials prepared.

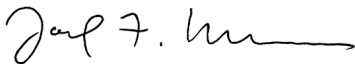
Out of Scope Services:

- None in this reporting period

If you have any questions, please do not hesitate to contact me at 651-509-6771.

Sincerely,

Bolton & Menk, Inc.



Joel Mann

Transportation Project Manager

Subject: FW: SS4A NOFO & Additional Webinars

From: Department of Transportation <usdot@info.dot.gov>

Subject: FY26 Safe Streets and Roads for All (SS4A) NOFO Now Live!



FY25 Safe Streets and Roads for All (SS4A) NOFO Now Live!

The Department of Transportation has released the fiscal year (FY) 2026 Notice of Funding Opportunity (NOFO) for the [Safe Streets and Roads for All \(SS4A\)](#) program.

Established by the Infrastructure Investment and Jobs Act (IIJA), the Safe Streets and Roads for All grant program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Almost 1 billion is made available by this NOFO.



Two Available Grant Types

The SS4A program provides funding for two main types of grants:

- **Planning and Demonstration Grants** are used to develop, complete, or supplement an Action Plan, as well as carry out demonstration activities that inform an Action Plan.
- **Implementation Grants** are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform the Action Plan.

Applications and Deadline

The NOFO is posted on Grants.gov; you may also view the [NOFO on the SS4A Website](#). The deadline for applications is May 26, 2025, at 5:00 p.m. (ET).

Applications must be submitted via Valid Eval, an online application portal used by USDOT.

- **Implementation Grant Application:**
https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup
- **Planning and Demonstration Grant Application:**
https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup

How to Apply Webinars

Webinar attendees must register in advance to attend each of the following sessions:

Safe Streets and Roads for All (SS4A) Program - Implementation Grants

This webinar will offer a general overview of the SS4A program and the grant application process, with a particular focus on applying for Implementation Grants.

Tuesday, April 7, 2026, 1:30 - 3:00 P.M. (ET)

[Register to attend the April 7 webinar.](#)

* * *

Safe Streets and Roads for All (SS4A) Program - Action Plans

This webinar will offer a general overview of the SS4A program and the grant application process, with a particular focus on applying for grants to develop an Action Plan.

Thursday, April 9, 1:30 - 3:00 P.M. (ET)

[Register to attend the April 9 webinar.](#)

* * *

Safe Streets and Roads for All (SS4A) Program - Supplemental Planning and Demonstration Activities

This webinar will offer a general overview of the SS4A program and the grant application process, with a particular focus on applying for funding for supplemental planning and demonstration activities.

Tuesday, April 14, 1:30-3:00 P.M. (ET)

[Register to attend the April 14 webinar.](#)

* * *

Please see the [SS4A Webinar Series page](#) for more details. For questions, please contact us at SS4A@dot.gov.

Please visit the updated [SS4A website](#) for additional information on how to apply, frequently asked questions, and resources for filling out your application.

[About Safe Streets and Roads for All](#)

Established by the Infrastructure Investment and Jobs Act, the [Safe Streets and Roads for All](#) (SS4A)

competitive grant program will provide \$5 billion in grant funding over five years. Funding supports regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

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