



**Mankato/North Mankato Area Planning Organization
Policy Board**

November 6, 2025 – 6:00 p.m.

Intergovernmental Center

Mankato Room

10 Civic Center Plaza, Mankato, MN 56001

If an American Sign Language, foreign language interpreter, or other reasonable accommodation or documents in alternative format (braille or large print) are needed, please contact staff at (507) 387-8389.

- I. Call to Order
- II. Approval of Agenda
- III. Approval of Minutes – September 4, 2025
- IV. New Business
 - 1. Resolution adopting the Draft 2050 Metropolitan Transportation Plan
 - 2. Motion approving Requests for Proposals for studies contained in the 2026 Unified Planning Work Program.
- V. Other Business, Discussion & Updates
 - 1. Presentation: Balcerzak Drive Corridor Study
 - 2. Presentation: Lee Boulevard Corridor Study
 - 3. Informational: Carbon Reduction Program Timeline
- VI. Unapproved October 16, 2025 MAPO Policy Board meeting minutes (informational)
- VII. Policy Board Comments
- VIII. Adjournment



Meeting Minutes of the Mankato/North Mankato Area Planning Organization (MAPO) Policy Board

September 4, 2025 | 6:00PM | Mankato Room | Intergovernmental Center | Mankato, MN | 56001

A regular meeting of the Mankato/North Mankato Area Planning Organization Policy Board was held on Thursday, September 4, 2025, at 6:00 pm., in the Mankato Room of the Intergovernmental Center.

A quorum existed with the following members present: John Whittington – City of Eagle Lake, Jack Kolars – Nicollet County, Mark Piepho – (Vice Chair) Blue Earth County, Dan Rotchadl, MAPO Townships, James Whitlock – City of North Mankato, Mike Laven (Chair) – City of Mankato

Others Present: Mark Konz (Executive Director) Shawn Schloesser (Associate Director Transportation Planning Services), Chris Talamantez (Transportation Planner), John Zehnder (TAC Vice Chair), Craig Vaughn (TC²).

I. Call to Order –Chair Laven called the meeting to order at 6:00 pm.

II. Approval of Agenda – Dan Rotchadl moved to approve the agenda; Mark Piepho seconded. With all voting in favor, the motion was adopted.

III. Approval of the Minutes for June 5, 2025 – Jack Kolars moved to approve the minutes; John Whittington seconded. With all voting in favor, the motion was adopted.

VI. New Business

4.1 Recommendation to release Draft Metropolitan Transportation Plan 2050 for Public Comment Period

Mark Konz shared a summary of the Metropolitan Transportation Plan 2050 Update and the 30-day Public Comment Period. Craig Vaughn provided the summary of the purpose, objectives, highlights, and next steps. He addressed that the funding figures in the report are in 2025 dollars.

Jack Kolars asked about federal messaging and funding cuts. Craig Vaughn addressed the changes guided by previous transportation bills and the funding changes which are not expected for the plan completion. As to projects, the next transportation bill will provide the answer.

Dan Rotchadl asked if Metropolitan Planning Organizations can grow. Mark Konz discussed the census guiding the size.

Dan Rotchadl moved to recommend the release of the draft Metropolitan Transportation Plan 2050 Update for public comment. John Whittington seconded the motion. With all voting in favor, the motion was adopted.

4.2 Recommendation to adopt the 2026-2029 Transportation Improvement Program (TIP).

Mark Konz shared a summary of the 2026-2029 TIP and significant changes, the 30-day public period, and community engagement.

Dan Rotchadl moved to adopt the 2026-2029 TIP. Mark Piepho seconded the motion. With all voting in favor, the motion was adopted.

4.3 Recommendation to adopt the 2026-2027 Unified Planning Work Program

Mark Konz provided a summary of the 2026-2027 UPWP, significant changes, studies for CSAH 16 and Highway 14 with a focus on bridges.

James Whitlock moved to adopt the 2026-2027 UPWP. Jack Kolars seconded the motion. With all voting in favor, the motion was adopted.

4.4 Recommendation to adopt Resolution amending the 2025-2028 Transportation Improvement Program (TIP).

Mark Konz described amended projects for the Veterans Memorial Bridge.

Dan Rotchadl moved to adopt the resolution amending the 2025-2028 TIP. Mark Piepho seconded the motion. With all voting in favor, the motion was adopted.

V. Other Business, Discussions & Updates –

5.1. Greenhouse Gas Emission Modeling Grant Amendment.

Mark Konz summarized the Greenhouse Gas modeling using St. Cloud's foundational software converted for the MAPO planning area. The grant is amended to extend the termination date by the financial host, MnDOT.

5.2. Statewide MPO Directors Conference Debriefing

Mark Konz summarized the conference and comments of appreciation received, including the attendance of Board members.

5.3. Minnesota GO Vision 50-year plan.

Mark Konz summarized and asked if there were questions of which there were none.

5.4. Second Quarter 2025 Report

Mark Konz provided an overview of the Quarterly Report.

VI. Unapproved August 21, 2025, MAPO TAC minutes

John Zehnder shared a high-level overview of the TAC Meeting.

VII. Public Comments – None

VIII. Policy Board Comments – Chair Laven shared experiences working with Student Senate delegates of the colleges and universities in the area and their quest to improve safety and multimodality of the area.

IX. Adjournment – With no further business the meeting was adjourned at 6:41 p.m.

Chair Mike Laven



AGENDA RECOMMENDATION
Agenda Heading: Resolution adopting 2050
Metropolitan Transportation plan update
No: 4.1

Agenda Item: Resolution adopting the 2050 Metropolitan Transportation Plan update

Recommendation Action(s): At their October 16, 2025 meeting, the Technical Advisory Committee recommended the MAPO Policy Board adopt the draft 2050 Metropolitan Transportation Plan

Summary: Beginning in March of 2024 MAPO contracted with Transportation Collaborative and Consultants (TC2) to update the Metropolitan Transportation Plan, previously known as the Long-Range Transportation Plan. The Metropolitan Transportation Plan is required to be updated every 5 years. The current version was adopted by the MAPO Policy Board at their November 5, 2020 meeting.

Throughout 2024 and 2025 MAPO in consultation with TC2 and Partner Agency Staff have developed an updated version of the Long-Range Transportation Plan, including new projects, new financial projections, new recommendations, and more for all modes of transportation in the MAPO Planning Area.

At their September 4, 2025, meeting the MAPO Policy Board voted to release the draft 2050 Metropolitan Transportation Plan update (MTP) for a 30-day public comment period, beginning on September 22, 2025. During that time MAPO staff coordinated with local agencies and stakeholders to advertise the draft MTP. Interested stakeholders and members of the public were able to provide feedback on the draft plan in-person during an open house on October 2, 2025 and through an online survey available on the study website. The comments will be included in an appendix of the final plan.

- Minor changes have been made to the MTP since it was released for public comments. Since the changes are minor and do not alter the plan, extending the public comment period is not necessary. Changes made listed as follows: Minor formatting, layout, and text edits as needed.
- Appendix A, Community Engagement – Updates will be made following the public review period, which concludes on October 22, to incorporate feedback received during the October 2 open house, as well as written and online comments. As of October 8, no written or online comments have been submitted.
- Chapter 4, Table 4-6: MAPO Access Management Guidelines – Add a footnote indicating that these guidelines are based on guidance from MnDOT and FHWA. Revise the text on page 126 to also acknowledge that city and county jurisdictions may have their own adopted access management guidelines.
- Appendix B, Recommended Project List – Revise the project description for project number “P54: TH 22” to acknowledge open house comments

recommending that the proposed trail should extend beyond the MAPO planning boundary and connect to the City of St. Peter, MN.

- Appendix B, Recommended Project List – Revise the project description for project number “P56: MN River Trail” to recognize portions of the trail are programmed for improvement in the 2026 – 2029 TIP (Project #137-090- 007).

This item was reviewed by the MAPO Technical Advisory Committee at their October 16, 2025 meeting and recommended the MAPO Policy Board adopt the draft 2050 Metropolitan Transportation Plan update.

Attachments:

1. Draft 2050 Metropolitan Transportation Plan Update
2. Resolution adopting 2050 Metropolitan Transportation Plan Update



MAPO 2050 MTP UPDATE

Policy Board
November 6, 2025

Discussion Items

01

2050 MTP Draft Highlights

02

Schedule & Public Review Period

03

Proposed Changes

04

Policy Board Adoption

1. 2050 MTP Draft Highlights

Updates of Note



The updates align with current federal and state regulations, with some changes reflecting messaging from the new federal administration.



Stronger emphasis on Complete Streets.



Traffic forecasts reflect new assumptions to adjust for post-covid travel patterns.



Project recommendations are largely a carry over from the past plan with adjusted time horizons for implementation.



Community engagement findings sprinkled throughout the plan.

2050 MTP Structure



MAPO 2050 METROPOLITAN TRANSPORTATION PLAN

Mankato/North Mankato Area Planning
Organization (MAPO)
September 2025 DRAFT



01

Overview/Framework/Community Engagement

02

The MAPO Region Today

03

Goals, Objectives, and Performance Measures

04

Our Transportation Future

03

Moving Forward Together

01 Overview/Framework/Community Engagement

Online

- Project website
- Online surveys and interactive maps
- Social media posts

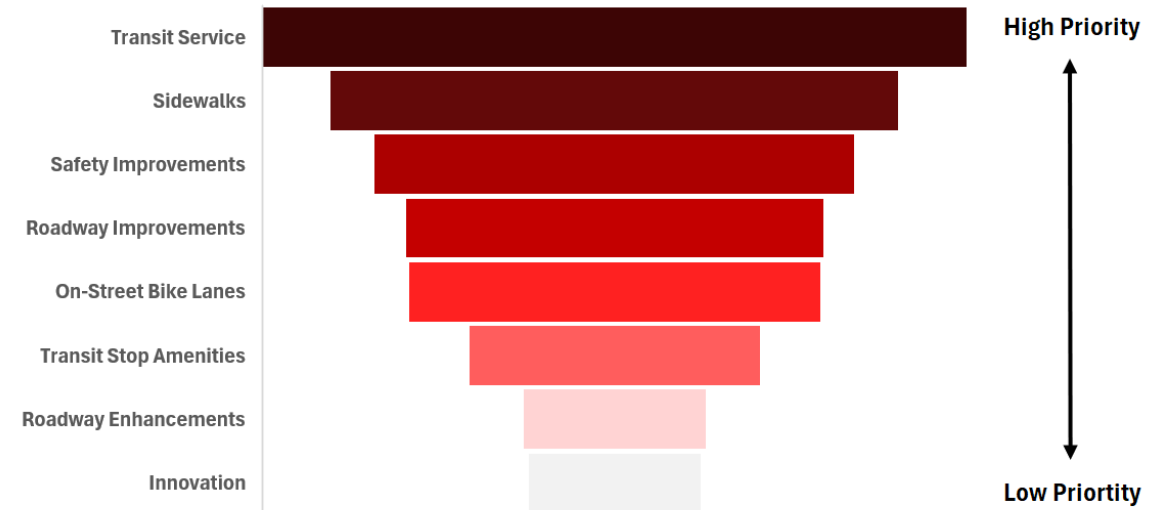
Listening Sessions

- Agency Coordination (on-going)
- 8 meetings with various stakeholders

Pop-Ups/Open House

- Mankato Juneteenth Celebration (June 19, 2024, and 2025)
- Eagle Lake Tator Days (July 20, 2024)
- Songs on the Lawn (June 6 and June 19, 2025)
- North Mankato Farmer's Market (June 16 and 23, 2025)
- Open House (October 2, 2025)

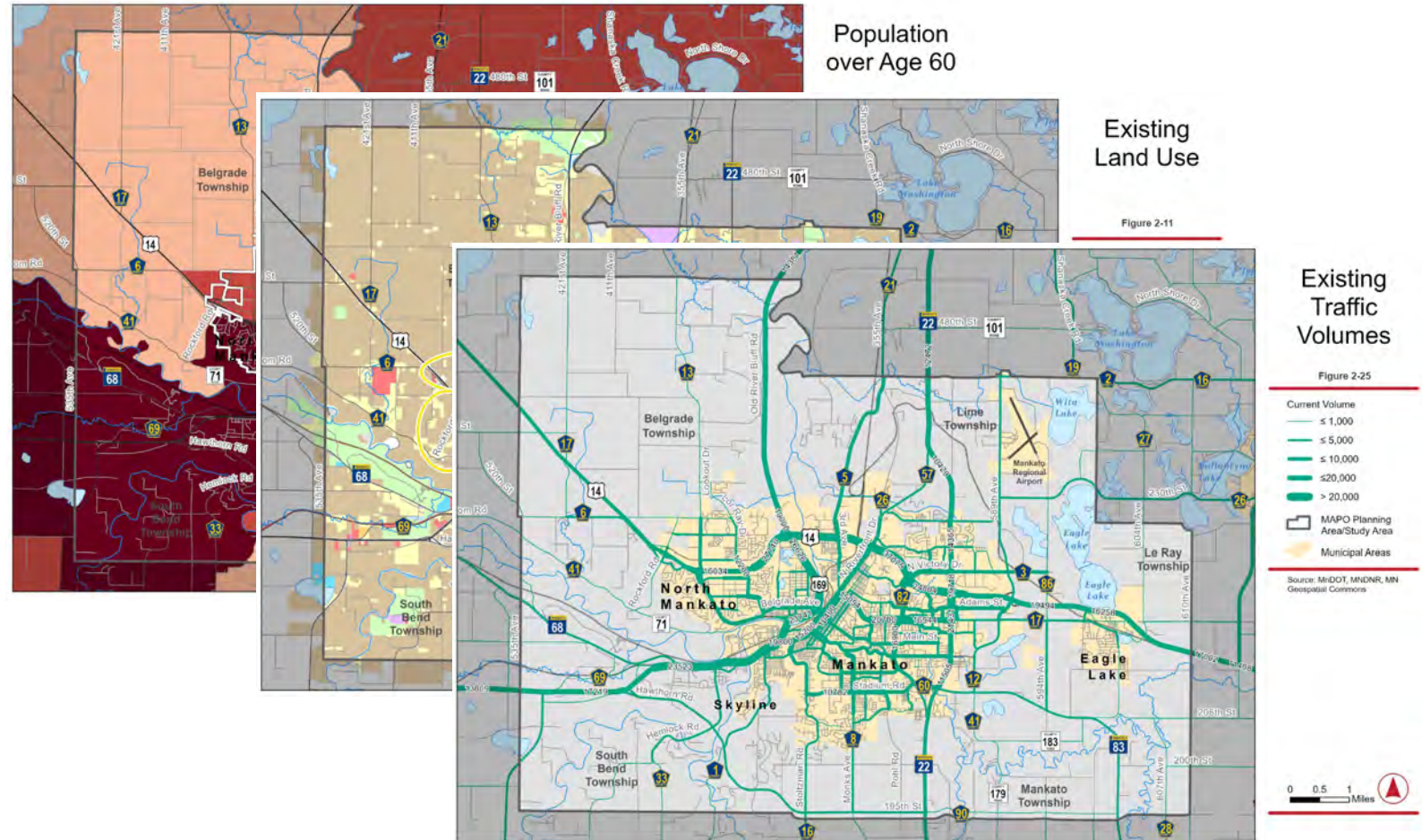
Community Priorities



Drawing from summer events and insights gathered through an online survey (over 250 participants), respondents were asked to prioritize various transportation elements.





02 The MAPO Region Today

Provides an overview of the region's existing demographics, transportation networks, land uses, traffic operations, and safety.



03 Goals, Objectives, and Performance Measures

The MTP’s goals, objectives, and performance measures serve as a framework to guide efforts toward achieving a shared transportation vision and are aligned with federal and state guidance.

The MTP Goals and Objectives	
	Align with federal and state guidance , ensuring consistency with broader transportation policies and regulatory frameworks.
	Are specific and actionable , providing a clear roadmap for decision-making and implementation across the MAPO planning area.
	Are measurable over time , allowing for ongoing evaluation of progress and effectiveness through both quantitative and qualitative performance measures.
	Reflect community priorities , incorporating input from residents, stakeholders, and local partners to ensure the transportation system supports the region’s unique needs and values.

Chapter Four serves as a cornerstone of the MTP, translating the region's goals and objectives into a strategic framework for addressing future transportation needs. It emphasizes fiscal responsibility by evaluating the region's capacity to meet these needs within available resources.

This chapter offers guidance in the following areas:

- Future Traffic Forecasts and Operations
- Future Transportation Network
- Future System Management
- Project Recommendations
- Financial Forecasts
- Implementation Steps

04 Our Transportation Future (Project Recommendations)

The MTP recommends 192 projects that address a wide range of transportation needs. Many of these projects were carried over from the previous plan, having yet to be implemented.

Funding Source	Short-term (2026-2030)	Mid-term 1 (2031-2035)	Mid-term 2 (2036-2040)	Long-term (2041-2050)	Illustrative	Total
Major Rehabilitation & Reconstruction	20	15	11	22	15	83
Corridor Expansion	0	1	0	0	16	17
Intersection Capacity Expansion	1	3	1	1	10	16
Intersection Safety	0	2	1	0	7	10
Pedestrian & Bicycle	9	11	3	3	36	62
Freight	0	0	0	0	4	4
Total	30	32	16	26	88	192

04 Our Transportation Future (Financial Forecasts)

The projects recommended in the MTP have been aligned with projected revenue sources to ensure the plan remains fiscally constrained.

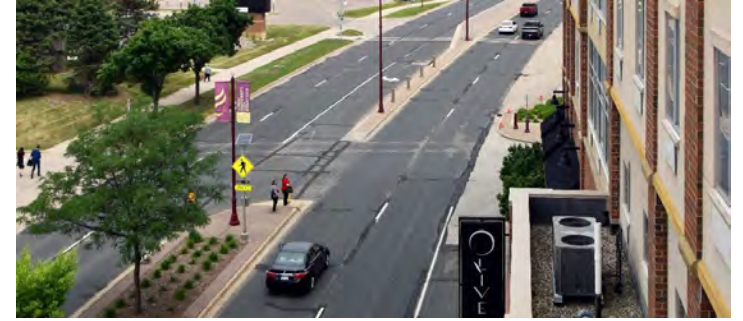
	Short-term (2026-2030)	Mid-term 1 (2031-2035)	Mid-term 2 (2036-2040)	Long-term (2041-2050)	Total
Revenue	\$196,541,400	\$224,409,200	\$238,463,400	\$572,775,700	\$1,232,189,700
O&M	\$41,524,000	\$49,399,000	\$58,279,000	\$174,495,000	\$323,697,000
Major Rehab	\$132,368,538	\$138,406,500	\$73,864,000	\$130,021,000	\$474,660,038
New Construction	\$1,401,000	\$19,616,250	\$8,476,000	\$6,924,000	\$36,417,250
Balance	\$21,247,862	\$16,987,450	\$97,844,400 ¹	\$261,335,700 ¹	\$397,415,412 ¹
Annual Difference	\$4,249,600	\$3,397,500	\$19,568,900	\$26,133,600	\$15,896,600

Source: Transportation Collaborative & Consultants

1. The current balance for Mid-Term 2 and Long-Term does not include any major rehabilitation or new construction projects from MnDOT. These projects will be identified through MnDOT's State Transportation Improvement Program (STIP) planning and programming process.

05 Moving Forward Together

The final chapter highlights the continued coordination and collaboration needed across the region to successfully implement the plan.



2. Schedule & Public Review Period

Schedule

- **September 4:** Policy Board recommendation to release the draft Plan for public review.
- **September 12:** Deadline for final comments from both the TAC and Policy Board.
- **September 15 - 19:** Project team finalizes the draft plan for public review.
- **September 22 – October 22:** Public review period (30 days).
- **October 2:** Public open house.
- **October 16:** TAC recommends adoption of the plan pending additional public comments.
- **November 6:** Policy Board meeting and final adoption of the plan.

Review Period

- **City and County Review:** Ongoing coordination occurred throughout the duration of the project.
- **MnDOT and FHWA Review:** Reviews are complete, and comments have been addressed.
- **Public Review (September 22 – October 22):** Verbal comments were received at the open house, and one written comment was submitted online.



3. Proposed Changes

Proposed Changes

- Minor formatting, layout, and text edits as needed.
- **Appendix A, Community Engagement** – Updates were made following the public review period to incorporate feedback and to document the review process.
- **Chapter 4, Table 4-6: MAPO Access Management Guidelines** – Added a footnote indicating that these guidelines are based on guidance from MnDOT and FHWA. Revised the text on page 126 to also acknowledge that city and county jurisdictions may have their own adopted access management guidelines.
- **Appendix B, Recommended Project List** – Revised the project description for project number “P54: TH 22” to acknowledge open house comments recommending that the proposed trail should extend beyond the MAPO planning boundary and connect to the City of St. Peter, MN.
- **Appendix B, Recommended Project List** – Revised the project description for project number “P56: MN River Trail” to recognize portions of the trail are programmed for improvement in the 2026 – 2029 TIP (Project #137-090- 007).
- .

4. Policy Board Adoption

Policy Board Adoption

On October 16, 2025, the TAC recommend approval of the MAPO 2050 MTP with the changes discussed from the previous slide.



Thank you!

RESOLUTION OF THE MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION
ADOPTING 2050 METROPOLITAN TRANSPORTATION PLAN UPDATE

Whereas, pursuant to Title 23 United States Code Sections 134, the Mankato/North Mankato Area Planning Organization (MAPO) has been designated by the State of Minnesota as the Metropolitan Planning Organization (MPO) for the greater Mankato metropolitan area; and

Whereas, Title 23, Part 450 and Title 49 of the Code of Federal Regulations (CFR) require the MAPO to prepare and update the Metropolitan Transportation Plan (MTP) at least every five years; and

Whereas, the MAPO has, through a continuing, comprehensive, and coordinated transportation planning process, worked with its member jurisdictions and agencies in preparing the MTP Update for planning-horizon-year 2050; and

Whereas, the MAPO Policy Board does find that the 2050 MTP Update meets all federal requirements for process and content; and

Whereas, the staff of the MAPO executed a robust and comprehensive public input process to solicit, document, and explicitly consider public comments regarding transportation issues, opportunities, and content of the draft 2050 MTP Update; and

Whereas, MAPO has coordinated with the Minnesota Department of Transportation, which is a coordinating agency for metropolitan planning activities, to ensure compliance with the Infrastructure Investment and Jobs Act;

Now, therefore, be it resolved, that the Mankato/North Mankato Area Planning Organization Policy Board approves and adopts the 2050 Metropolitan Transportation Plan Update.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Mankato/North Mankato Area Planning Organization at a duly authorized meeting thereof, held on the sixth day of November, 2025 as shown by the minutes of said meeting in my possession.

Policy Board Chair

Date

Executive Director

Date



AGENDA RECOMMENDATION
Agenda Heading: Recommendation to
approve Requests for Proposals (RFPs) for
studies contained in the 2026 Unified
Planning Work Program
No: 4.2

Agenda Item: Motion approving Requests for Proposals (RFPs) for studies contained in the 2026 Unified Planning Work Program

Recommendation Action(s): At their October 16, 2025 meeting, the Technical Advisory Committee recommended the MAPO Policy Board release RFPs for studies contained in the 2026 Unified Planning Work Program

Summary: During 2025 MAPO solicited for projects to include in the 2026 Unified Planning Work Program (UPWP). Selected projects were approved by the Policy Board for inclusion in the 2026 UPWP. The 2026 UPWP has also been reviewed and approved by Federal partners. The studies beginning in 2026 are:

CSAH 16 (Stoltzman Rd.) Corridor Study: This study will evaluate the CSAH 16 corridor from Riverfront Drive to 1000' south of W. Pleasant Street, including a portion of W. Pleasant Street, west of CSAH 16. The Study will include evaluation of multi-modal facilities to improve facilities for all modes of transportation. Study will include a review of how West Highschool's parking lot and Van brunt Street access CSAH 16, an Intersection Control Evaluation at the intersection of CSAH 16 and W Pleasant, pedestrian/bicycle crossing and connectivity, and access management. **Total Project Cost (est.): \$75,000. Anticipated completion: December 2026.**

Highway 14 Corridor Study (Mankato/North Mankato): This study will evaluate the Highway 14 corridor from Lookout Drive to CSAH 12. The study will evaluate the corridor design, current capacity and future needs. The study will include Intersection Control Evaluations at 5 ramp intersections. The study will include bicycle and pedestrian connectivity. This study is expected to continue into 2027. **Total Project Cost (est.): \$800,000 (\$400,000 in 2026 and \$400,000 in 2027). Anticipated completion: December 2027.**

This item was reviewed by the MAPO Technical Advisory Committee at their October 16, 2025 meeting and recommended the MAPO Policy Board release RFPs for studies contained in the 2026 Unified Planning Work Program.

Attachments:

1. Draft RFP CSAH 16 corridor Study
2. Draft RFP Highway 14 Corridor Study (Mankato/North Mankato)



MAPO

**MANKATO/NORTH MANKATO
AREA PLANNING ORGANIZATION**

REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO) CSAH 16 (Stoltzman Road) Corridor Study and Intersection Control Evaluation

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **November 17, 2025**

Deliver To: Transportation Planner

Respond By: **4:00 p.m. January 2, 2025**

Late proposals will not be accepted

Direct Questions To:

Chris Talamantez

MAPO Transportation Planner

(507) 387-8389

ctalamantez@mankatomn.gov

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The Mankato/North Mankato Area Planning Organization (MAPO)

Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally recognized Metropolitan Planning Organization (MPO) for the Mankato urbanized area. MAPO's role includes providing planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area.

Project

MAPO hereby solicits proposals from qualified firms for a study of the CSAH 16 (Stoltzman Road) corridor between Riverfront Drive and 1000' South of the West Pleasant Street intersection, including an Intersection Control Evaluation at CSAH 16 and W. Pleasant Street. The Study shall serve as a comprehensive document for future corridor transportation planning and programming and be compliant with all applicable local, state, and federal guidance and legislation. The professional-technical contract and procurement process will be administered by MAPO in partnership with Blue Earth County.

Budget

The budget for this project is not to exceed \$75,000. MAPO funds cannot be carried over, and may only be spent in the year they are budgeted. Project will include a minimum of \$30,000 worth of complete streets eligible activities under the [waiver for BIL §11206](#).

Deadline

The completed approved corridor study must be delivered by December 2026. Delivery includes final presentations and approvals.

Interested firms can obtain a full copy of the RFP by downloading it from www.mnmapo.org, by emailing ctalamantez@mankatomn.gov, or by calling (507) 387-8389.

Scope of Work: CSAH 16 Corridor Study

The contract is to study the CSAH 16 corridor from Riverfront Drive to 1000 feet south of the West Pleasant Street intersection, including side streets extending 200 feet from CSAH 16, and the segment of West Pleasant Street 700 feet west of CSAH 16. Among additional elements, the contractor will develop and evaluate alternatives for management of existing and future transportation and traffic flow in the corridor, with discussion of alternative lane configurations, access management, intersection control options, alternative intersection designs, and bicycle and pedestrian connectivity.

Task 1: Project Management

This project will be led by a Project Management Team (PMT) with members from Blue Earth County, the City of Mankato, Mankato Area Public Schools, and MAPO. PMT members will be defined at the start of the project and serve for the life of the project. PMT members shall not change without notification to, and approval of the Project management team. Project management includes work necessary for communicating and completing the project tasks on time and within scope and budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the Project Management Team. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned. Contractor will:

- a. Provide all meeting agendas at least 1 day prior to meetings and all meeting minutes must be submitted within 3 business days after each meeting.
- b. Prepare monthly invoices and coordinate with MAPO for payment. Invoices will be accompanied by a progress report form and supporting data for direct expenses. Complete streets activities will be tracked and invoiced separately. A minimum of \$30,000 worth of complete streets eligible activities under the [waiver for BIL \\$11206](#) will be invoiced in 2026.
- c. Schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on the project requirements.
- d. Hold bi-weekly conference calls with the project managers and key technical staff as needed to continue making progress on the project (as needed).
- e. Hold monthly PMT meetings (as needed) to update the PMT on progress and discuss project draft documents and deliverables.
- f. Create and manage a schedule to keep the study moving forward and keep project partners informed of upcoming work.

Partner and jurisdictional efforts shall include, at times determined by PMT:

- a. Two in-person presentations to the Blue Earth County board
- b. One presentation to the Mankato City Council
- c. One presentation to MAPO TAC
- d. One in-person presentation to MAPO Policy Board

In-person Board and Council Meetings will be presented by the consultant, unless otherwise agreed to by the local agency. At points throughout the study, MAPO, Blue Earth County, and Mankato staff may

deliver informational presentations and conduct in-person outreach to stakeholders. Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the study (e.g., design boards, surveys, sign-in sheets, post-engagement summaries, project location maps, graphics of alternatives).

Task 2: Public Involvement

Contractor will facilitate a project kickoff meeting with the project's PMT to discuss public involvement and communications strategies and tactics. Following the meeting, the Contractor will create a Public Involvement Plan and corresponding timeline.

Public engagement shall follow the public involvement plan developed at the start of the project. Contractors are encouraged include additional public engagement opportunities above what is required by this section. Engagement activities shall include, but not be limited to:

- a. Contractor will prepare for and facilitate up to two in-person open houses at times determined by the PMT.
- b. Contractor will prepare for and coordinate attendance at a minimum of four pop-up community events (e.g., farmer's market, local celebration, bus stops, parks)
- c. Contractor will record any presentation made prior to or at the open house to post on the Study website and appropriate social media outlets.
- d. Contractor will be responsible for developing all informational displays, handouts, and presentations for each meeting to aid in facilitating educational conversations with the public. A meeting summary, including a list of attendees and comments received (both verbal and written) will be distributed electronically within two weeks of each open house or pop-up event. Contractor will coordinate with the Study partners to promote the open house through local newspapers, social media, email blasts, postcards, posters, transit system advertisements or others as identified in the public involvement plan.

Contractor will work with the PMT to develop website content, project location map, other graphics, and materials to be uploaded to a project website. The website will be hosted and updated by the Contractor with relevant Study information (progress, upcoming events, concepts/alternatives, etc.), to keep the public informed on the Study.

Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the Study (e.g.: display boards, surveys, sign-in sheets, post-engagement event summaries, project location maps, graphics of alternatives/concepts, etc.). Contractor will be required to provide all materials using plain language and in accessible formats in accordance with State and Federal laws.

Task 3: Existing Conditions

Contractor will collect available data from the study partners and collect or develop any additional data that is required to accomplish work tasks. The data will be used to develop a base map depicting all existing conditions and will be used to conduct the study analysis and concept alternative development /

refinements. At a minimum, the following will be collected from readily available sources (State, City, Local Businesses, etc.):

- a. Development Plans (Including Mankato West Highschool redevelopment)
- b. Digital base maps and parcel data
- c. Zoning, land use, comprehensive, transportation, and other plans
- d. Drainage conditions
- e. Local transportation plans
- f. Local access management plans/studies
- g. Bicycle and Pedestrian master plans
- h. Transit route data
- i. Roadway construction history
- j. Pavement condition
- k. Floodplain elevations and contour maps
- l. Right of way
- m. Typical section data
- n. Crash data for the most recent ten-year period for which data is available.

The consultant will be responsible for collecting turning movement data at all intersections and ADT counts within the study's limits. Data must include 48-hour continuous data, with average 24-hour period selected for each intersection. Data must include counts for active transportation users (bicycle, pedestrian, etc.). The selected average 24-hour period must be reconciled with the published AADT/HCAADT, when available, to ensure data consistency. Consult PMT for further direction should inconsistency be greater than 10% at any observed location.

The consultant shall identify constraints, opportunities, and issues in the corridor by analyzing existing multimodal traffic conditions for the corridor as sources of traffic entering or exiting the corridor.

Deliverables: Contactor shall develop an existing conditions operations analysis to summarize the above findings.

Task 4: Corridor Issues Identification

Using the results from the Existing Conditions, Contractor will identify transportation issues, needs, and potential improvements.

Contractor will review mapping and other pertinent information of existing and planned improvements, as well as recommendations from previous studies within and adjacent to the corridor study area.

Contractor will evaluate the existing facilities to determine if any improvements are justified to improve operations and safety for all users.

Contractor will evaluate operations and safety of the study corridor by reviewing the level of service and the frequency and severity of crashes that have occurred throughout the corridor. For locations that include a pedestrian or bicycle crash, a detailed review of the incident will be conducted to determine if there are design improvements that should be considered immediately.

Contractor will complete a safety summary describing the overall safety conditions along the corridors. A high-level outline of the safety summary is to be incorporated into the Existing Conditions documentation. The complete safety summary will include a more in-depth review of the corridor and intersections and will use mapping and crash diagrams to help convey the frequency, type, and severity of crashes occurring at intersections and along the study corridors.

To ensure future corridor improvements are eligible for potential state and federal funding, all necessary screening will be conducted by the Contractor to conform to state and federal rules and guidelines. The Contractor will incorporate the findings from this analysis into an overall Existing Conditions report, documenting all the Existing Conditions data collected and analyzed.

Deliverables: The Contractor will develop an Existing Conditions report providing the background information necessary to proceed in identifying issues, constraints, and opportunities. Contractor shall complete necessary screening to ensure eligibility for state and federal funding programs.

Task 5: Intersection Control Evaluation

Contractor will prepare full Intersection Control Evaluations (ICE) for the following intersection:

- CSAH 16 and W. Pleasant Street

ICEs will evaluate existing operations, as well as incorporate the future intersection operations and safety analyses done as part of Task 4 to determine the most appropriate long-term intersection control type for each intersection. The ICE memos will provide full benefit-cost analysis for all considered alternatives. Enough alternatives must be considered to address any future deficiencies identified in Task 5.

Additionally, ICE memos should offer short-, mid-, and long-term recommendations for improvements to address identified deficiencies, as well as to improve intersection safety and operations, while aligning with the study vision and goals. All recommended improvements, as well as the associated time horizons and costs, are to be summarized in an ICE Improvements Summary.

Deliverables: ICE reports for the above intersection on CSAH 16 and ICE Improvements Summary.

Task 6: Evaluation Criteria, Alternatives Analysis

The Contractor will work with the PMT to establish evaluation criteria. Criteria such as benefit cost analysis, environmental, economic, social, and transportation performance factors (e.g., wetland impacts, level-of-service, multimodal connectivity, access management, safety, cost) will be used to evaluate alternatives.

Contractor will develop a range of alternatives for the corridor and the intersections with West Pleasant Street, Van Brunt Street, and the access to West High School's parking lot based on the issues identified and the evaluation criteria. Accesses in the study area will be included in the review of the corridor. The Contractor shall develop an alternatives analysis element to measure comparative impacts of various alternatives. Consultant will perform Intersection Control Evaluation on the intersection with W Pleasant Street.

The Contractor will evaluate existing traffic levels, delays and safety concerns at the Mankato West High School parking lot access onto CSAH 16 in relation to corridor traffic operations and pedestrian safety. The Contractor will evaluate at least three alternative future scenarios for the Mankato West High School and Van Brunt Street accesses onto CSAH 16. The options presented will include traffic analysis and recommendations for intersection configuration, recommended turning movement restrictions, and intersection controls needed to ensure that CSAH 16 traffic and safety is not detrimentally impacted by the access alternatives. The final report will provide an analysis of all alternatives including a decision matrix and final recommendation for the parking lot access.

Potential context sensitive solutions will be developed and prioritized by the Contractor, taking into consideration recommendations from previous planning efforts (where appropriate). Findings may offer new recommendations or reaffirm previous study recommendations.

Contractor will compile alternative analysis results. The results of the evaluation process will be organized and presented so stakeholders can discern the differences between the alternatives.

The evaluation process, the evaluation results, and the draft ranking of concepts will be presented to the PMT for comment and refinement before presenting to resource agencies and the public for comments.

Deliverables: The contractor will develop a range of alternatives for the corridor, intersection control evaluation, and manage accesses included in and adjacent to the study area. Material used and produced to evaluate the range of alternatives based on the evaluation criteria agreed to by the PMT.

Task 7: Final Report

The draft and final reports will document the study process, methodology, analysis, findings, recommendations, and public involvement efforts. The technical memorandums produced throughout the corridor study process will be synthesized into one seamless final study report. Specific elements that will be incorporated into the draft and final reports including but not limited to:

- a. An executive summary (to be used as a stand-alone document)
- b. Existing and Future Conditions
- c. Corridor Issues Identification
- d. Alternative Development and Assessment
- e. Public and agency involvement activities and documentation
- f. Corridor vision and recommendation
- g. All other supporting data as appendices

The Contractor will distribute electronic copies of the draft report and seek PMT comments after the Contractor has thoroughly reviewed the draft report. The Contractor is responsible for providing the electronic version of the full, final, report. All documents will be provided to the PMT for further distribution.

Deliverables: One electronic copy (PDF) and four hard copies of the full final plan.

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Proposed Study Area:



State and Federal Compliance

As a Metropolitan Planning Organization, MAPO is a recipient of funds via State and Federal sources. All MAPO planning products, including this one, must be compliant with various requirements outlined in MAPO's planning grant agreements with the State and Federal governments including fair labor standards/practices, government data practices, and transparency. All work products associated with this study will abide by these requirements.

Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- Purpose and Needs Document
- Project-specific Public Involvement Plan (PIP)
- Public Comment Log
- Existing Conditions
- Traffic Analysis
- Issues Identification
- Intersection Control Evaluation
- Alternative Development
- Alternative Evaluation
- Recommendations
- Implementation Plan
- Final report

Delivery

After approval and acceptance of the Study by the PMT, the Consultant will prepare and present a complete and approved CSAH 16 Corridor Study. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final Corridor Study – **CSAH 16 Corridor Study**
- Executive Summary – **CSAH Corridor Study - Executive Summary**
- Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by a read aloud function.
- In the enduring eventuality that a member of the public requests a translated document, the Consultant shall supply an electronic copy of such document in the language(s) requested.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly report any unforeseen delays or circumstances as they arise.
- Contract work is anticipated to start by **March 2026**.
- The Study should be completed by **December 2026**.

Page Limit

Proposals shall be limited to **30 pages**, discounting required forms, cover page, staff, and firm qualifications.

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

The following will be considered minimum contents of the proposal:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.
2. A statement of the objectives, goals, and tasks to show or demonstrate the Responder's view of the nature of the project.
3. A description of the proposed project approach and methodology to be utilized, deliverables to be provided by the Responder, and a description of the proposed project management techniques.
4. A detailed description of the Responder's background and experience with similar work. This should include examples of similar work indicating the Responder's level of involvement in the project, and the key personnel involved with the project.
5. A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the approval of the MAPO.
6. An illustrative **Work Plan** identifying the major tasks to be accomplished. The work plan must present the Responder's approach, task breakdown, and due dates of deliverables. Included within the Work Plan, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per topic/section with deadlines, Kickoff Meeting, PMT meetings, PTAC meetings, Open Houses, one-on-one agency meetings, social media blasts, presentations to MAPO TAC, Policy Board, Eagle Lake City Council, Blue Earth County Board, and MnDOT, and activities related to final acceptance.
7. A budget including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.
8. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
9. Completed forms and documents required under any other section of this RFP.

Selection Timeline

It is anticipated that evaluation, selection, contract negotiation, and project start will be completed according to the below schedule. Note the dates and ranges are advisory and may be adjusted.

<u>November 17, 2025</u>	First day of RFP posting
<u>December 19, 2025</u>	Last date MAPO staff will answer RFP questions
<u>January 2, 2025</u>	Deadline for RFP responses
<u>January – 2026</u>	Evaluation and scoring of RFP responses
<u>January-February 2026</u>	MAPO Policy Board recommendations
<u>February 2026</u>	Recommended bidder notified, begin contract negotiations
<u>February/March 2026</u>	Contract negotiations finalized
<u>February/March 2026</u>	Project initiated

After evaluation the MAPO and the recommended Responder will meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked Responder.

Proposal Submittal

Responders are asked to submit proposals in digital and physical format. In addition to digital proposals supplied electronically, please submit four (4) physical copies via U.S. mail. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Digital proposals may be sent to MAPO via the below email:

Chris Talamantez
Transportation Planner
Mankato/North Mankato Area Planning Organization
ctalamantez@mankatomn.gov

Physical copies of proposals may be sent to the below address:

Chris Talamantez
Transportation Planner
Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, MN 56001

Proposal Evaluation

“Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected PTAC members will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (25 points)

1. Specialized expertise, capabilities, and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Work Plan (35 points)

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (35).

Cost (15 points)

1. Overall cost to complete the project (15)

Organization, personnel, and expertise (15 points)

1. Qualifications of personnel assigned to project (7.5)
2. Experience of personnel assigned to project (7.5)

General quality of response and responsiveness to terms and conditions (10 points)

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions

No interpretation of the meaning of the RFP will be made to any Responder verbally.

Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems, or ambiguities in this RFP. Any questions regarding this RFP must be submitted no later than December 5, 2025 by email only to:

Chris Talamantez, Transportation Planner
Ctalamantez@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page: www.mnmapo.org

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

Proposal Protest Procedure

1. A formal letter of protest must be received at 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Mark Konz, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above-mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting and inform the complainant in writing of the date and time.
4. MAPO will not receive any service or product described in the PROPOSAL document from the recommended Proposal until the protest has been resolved.

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

Unless otherwise explicitly and clearly marked, all materials submitted in response to this RFP will become public records. The MAPO reserves the right to disburse any materials for review, ranking, educational, or communicative purposes. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item,
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the cost information submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Par 401.
- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient

rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal

Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. A DBE goal of **DBE Neutral** has been assigned.

Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with an DBE Neutral goal. While DBE participation is encouraged on proposals with an DBE Neutral goal, responders are not required to submit GFE documentation. See DBE Special Provisions, Appendix B part F.

Required Statement for All Notices, RFP, and Contracts

- **The FHWA is or will be providing federal assistance for this project in an estimated expected amount of \$66,000. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205.**

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[Title]



Appendix B: Required Contract Clauses

The Contractor agrees to comply with the following requirements and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS - 2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week's notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the State or Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035](https://public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035) .

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO Contractor 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 his employees, agents, or others for whose acts he 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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 MAPO or Contractor 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.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **Race Gender Neutral (RGN)** has been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=537776 and attached as Appendix B. The DBE Special Provisions explain how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please visit the [MnDOT prequalification list](https://mnucp.metc.state.mn.us/) or for additional DBE participation visit <https://mnucp.metc.state.mn.us/>.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed.

e. The Contractor must promptly notify MAPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS - 2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.”

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation.”

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE - 2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. The contractor’s failure to comply shall constitute a material breach of this contract.

K. LOBBYING

Lobbying – Contracts for more than \$100,000 must require the contractor and any subcontractor(s) to file a lobbying certification. The funding threshold is based on the total contract award (i.e., prime and any subs).

L. REMEDIES - 2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

M. CLEAN AIR AND CLEAN WATER - 42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the

Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

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Appendix C: Required Affidavits and Certifications

- Affidavit of Noncollusion
- Conflict of Interest Checklist and Disclosure Form
- Affirmative Action Certification
- Immigration Status Certification
- Certification of Restriction on Lobbying
- Certificate of Liability Insurance

Non-Discrimination Assurances

Responders must provide confirmation they agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with

the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must complete the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance, and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional, and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities, and damages arising out of the performance of services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules, and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its

policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insurers under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

DRAFT

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment, the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g., geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or-
Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of your Certification with your response.
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). Proceed to Box C.
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed, and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: __ Date _____

Authorized Signature: _____ Phone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section
190 East 5th St., Suite 700
St. Paul, MN 55101

Web: <https://www.mn.gov/mdhr/>

Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

_____(Title of authorized official)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Appendix D: MAPO TAC & Policy Board Membership

Mankato/North Mankato Area Planning Organization Policy Board

- John Whittington, City of Eagle Lake
- Jack Kolars, Nicollet County
- Mark Piepho, Blue Earth County
- Daniel Rotchadl, MAPO Townships
- James Whitlock, City of North Mankato
- Mike Laven, City of Mankato (Chair)

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

- **Counties**
 - Blue Earth County Engineer – Ryan Thilges
 - Blue Earth County Planning – John Considine III
 - Nicollet County Engineer – Seth Greenwood
 - Nicollet County Planning – John Zehnder
- **Cities**
 - Eagle Lake City Administrator – Jennifer Bromeland
 - Mankato Director of Public Works- Jeff Johnson
 - Mankato Planning Coordinator – Molly Westman
 - North Mankato Community Development Director- Michael Fischer
 - North Mankato City Engineer – Dan Sarff
 - Skyline Mayor – Paige Attarian
- **Townships**
 - Belgrade Township – Vacant
 - LeRay Township – Kurt Anderson
 - Lime Township – Christine Skarpohl-Gregory
 - Mankato Township – Scott Morgan
 - South Bend Township – June Lonnquist
- Mankato Area Public Schools (ISD #77) – Scott Kaminski
- Minnesota Department of Transportation District 7 – Sam Parker
- Minnesota State University, Mankato – Paul Corcoran
- Region Nine Development Commission – Joel Hanif
- Mankato Transit System – Shawn Schloesser



MAPO

**MANKATO/NORTH MANKATO
AREA PLANNING ORGANIZATION**

REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO) Highway 14 Corridor Study and Intersection Control Evaluation

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **November 17, 2025**

Deliver To: Transportation Planner

Respond By: **4:00 p.m. January 2, 2025**

Late proposals will not be accepted

Direct Questions To:

Chris Talamantez

MAPO Transportation Planner

(507) 387-8389

ctalamantez@mankatomn.gov

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The Mankato/North Mankato Area Planning Organization (MAPO)

Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally recognized Metropolitan Planning Organization (MPO) for the Mankato urbanized area. MAPO's role includes providing planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area.

Project

MAPO hereby solicits proposals from qualified firms for a study of the Highway 14 corridor between Lookout Drive and CSAH 12. The Study shall serve as a comprehensive document for future corridor transportation planning and programming and be compliant with all applicable local, state, and federal guidance and legislation. The professional-technical contract and procurement process will be administered by MAPO in partnership with MnDOT district 7, Blue Earth County, the City of Mankato, and the City of North Mankato.

Budget

The budget for this project is not to exceed \$800,000 (\$400,000 in 2026 and \$400,000 in 2027). MAPO funds cannot be carried over, and may only be spent in the year they are budgeted. Project will include a minimum of \$50,000 worth of complete streets eligible activities under the [waiver for BIL §11206](#) in 2026. Consultant will coordinate with MAPO to identify an amount for additional complete streets eligible activities in 2027.

Deadline

The completed approved corridor study must be delivered by December 2027. Delivery includes final presentations and approvals.

Interested firms can obtain a full copy of the RFP by downloading it from www.mnmapo.org, by emailing ctalamantez@mankatomn.gov, or by calling (507) 387-8389.

Scope of Work: US 14 Mankato/North Mankato Scoping and Alternatives Analysis

The Mankato Area has continued to grow since the US 14 Mankato bypass was completed in 1976, especially with the proliferation of industrial and warehousing operations concentrating along the US 14 corridor since initial construction. MnDOT anticipates needing to make bridge replacements in this corridor in the 2030s due to condition, and this corridor analysis will inform how this corridor should be rebuilt to position the highway and surrounding infrastructure to best support continued growth in the region's future.

The contract is to study the US 14 corridor from Lookout Drive in North Mankato to CSAH 12 in Mankato. This study will consider additional supportive infrastructure needs along the highway corridor including evaluation of the following aspects along the corridor:

- Need for capacity improvements or other traffic flow improvements
- Identify opportunities to improve bike and ped connections through the corridor,
- Determine the best options for the US 169 interchange; Ramp terminals at Lor Ray Drive and Commerce Drive in North Mankato; and Victory Drive, Raintree Road, and Highway 22 in Mankato

Task 1: Project Management (Source Type 1010)

1.1 Project Administration

Project management includes steps necessary for communicating and completing the project tasks on time and within scope and budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the State's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned. This project will be led by a Project Management Team (PMT) with members from jurisdictions operating intersecting roadways in the scoping corridor. Contractor will:

- a. Provide all meeting agendas at least 1 day prior to meetings and all meeting minutes must be submitted within 3 business days after each meeting.
- b. Prepare monthly invoices and coordinate with MPO for payment. Invoices will be accompanied by a progress report form and supporting data for direct expenses.
- c. Maintain a comprehensive action and decision item log from a template provided by the State.
- d. Schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidifying a work plan, and building consensus on the project requirements.
- e. Hold bi-weekly conference calls with MAPO and District 7, and key technical staff as needed, to continue making progress on the project (as needed).

- f. Create and manage a schedule to keep the study moving forward and keep project partners informed of upcoming work.

1.2 Project Management Team (PMT)

The corridor study will be guided by a PMT comprising representatives from MnDOT; MAPO, Blue Earth County, City of Mankato, and the City of North Mankato.

The Contractor will lead and facilitate monthly (or as needed) PMT meetings regarding study goals and progress; technical information and analysis, concept development, evaluations, public engagement preparation, and corridor recommendations.

1.3 Partner Input

Partner and jurisdictional efforts shall include, at times determined by PMT:

- a. Two presentations to MAPO TAC
- b. Two presentations to MAPO Policy Board
- c. One presentation each to the City of Mankato, City of North Mankato, and Blue Earth County

At points throughout the study, MAPO and MnDOT staff may deliver informational presentations and conduct outreach to stakeholders. Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the study (e.g., design boards, surveys, sign-in sheets, post-engagement summaries, project location maps, graphics of alternatives).

Task 2: Public Involvement and Graphic Design (Source type 0054)

2.1 Public Involvement Plan

Contractor will facilitate a project kickoff meeting with the MAPO communications and engagement staff, MAPO partner agencies communications and engagement staff, and PM to discuss public involvement and communications strategies and tactics. Following the meeting, the Contractor will create a Public Involvement Plan and corresponding timeline.

2.2 Public Open House Meetings and Event Attendance

Contractor will:

- a. Contractor will prepare for and facilitate up to three open houses at times and locations determined by the PMT.
- b. Contractor will prepare for and coordinate attendance at up to three community events (e.g., farmer's market, local celebration, etc.)
- c. Contractor will prepare for and coordinate attendance at up to six targeted focus groups at times determined by the PMT (e.g. freight groups, businesses, bike/ped advocacy group, etc.).

- e. Contractor will be responsible for developing all informational displays, boards, handouts, and presentations for each event (open house, community event, and focus group meeting) to aid in facilitating educational conversations with the public. A meeting summary, including a list of attendees and comments received (both verbal and written) will be distributed electronically within two weeks of each public event. Contractor will coordinate with MAPO communications and engagement staff to promote public events through local newspapers (news release distribution), social media (organic posts and paid/targeted ads), and email blasts.

2.3 Online Engagement

Contractor will host and regularly update a website to serve as the primary source of information for the public to learn about the Study and provide input during the Study (e.g. key messaging, upcoming events, concepts/alternatives, opportunities for input, etc.). Contractor will purchase domain name specific to the Study and work directly with MAPO's communications and engagement staff to develop website copy, Study location map, other graphics and materials to be uploaded to a project website. Visitors to the website should also be able to participate in any surveys that are in progress. Contractor will keep the domain name active and Study website live for one year after the completion of the Study.

2.4 Study Survey

Contractor will prepare and conduct two online surveys: the first to gather input on the corridor issues and opportunities, and the second to gather input on corridor alternatives. The Contractor will develop, facilitate, and provide analysis with a summary of key findings for up to two online surveys.

2.5 Targeted Social Media

Contractor will create social media messaging and graphics for organic posts and corresponding ad campaigns, targeted to specific audiences based on zip codes, demographics, and other appropriate categories. Up to three posts/campaigns with advertising spend.

2.6 Deliverables

Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the Study (e.g.: display boards, surveys, sign-in sheets, post-engagement event summaries, project location maps, graphics of alternatives/concepts, etc.). Contractor will be required to provide all materials using the following guidelines and requirements:

- a. Adhere to MAPO style standards for all created content (print, digital). No project logos or wordmarks are to be created.
- b. Produce all written materials/collateral in a way that is easy to understand; create maps, graphics and web content in accordance with all State and Federal laws regarding Plain Language and American with Disabilities Act (ADA) compliance.

- c. Provide all deliverables in “Plain Language.” Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. Additional guidance can be found at: plainlanguage.gov.
- d. Comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all documents or exhibits specifically designed to be used by the public. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Additional requirements can be found at: www.dot.state.mn.us/ada/accomodation.html

Task 3: Existing Conditions

3.1 Data Collection

Contractor will collect available data from the State and study partners and collect or develop any additional data that is required to accomplish work tasks. The data will be used to develop a base map depicting all existing conditions and will be used to conduct the study analysis and concept alternative development / refinements. At a minimum, the following will be collected from readily available sources (State, City, Local Businesses, etc.):

- a. Development Plans
- b. Digital base maps and parcel data
- c. Zoning, land use, comprehensive, transportation, and other plans
- d. Drainage conditions
- e. Local transportation plans
- f. Local access management plans/studies
- g. Bicycle and Pedestrian master plans
- h. Transit route data
- i. Roadway construction history
- j. Pavement condition
- k. Floodplain elevations and contour maps
- l. Right of way
- m. Typical section data
- n. Crash data for the most recent ten-year period for which data is available.
- o. Other data determined necessary by the PMT

3.2 Turning Movements

The consultant will be responsible for collecting turning movement data at all intersection ramp terminals within the study's limits. The consultant will also collect through traffic counts of intersecting roadways. Data must include 48-hour continuous data, with average 24-hour period selected for each intersection. Data must include heavy commercial counts as well as counts for active transportation users. The selected average 24-hour period must be reconciled with the published AADT/HCAADT, when available, to ensure data consistency. Consult PMT for further direction should inconsistency be greater than 10% at any observed location.

The consultant shall identify constraints, opportunities, and issues in the corridor by analyzing existing multimodal traffic conditions for US 14 and intersecting roadways, including traffic entering and exiting US 14, including the below connections:

- US 14, at both western and eastern end of project (Lookout Dr to CSAH 12)
- US 14, both directions at the Minnesota River bridge
- Lookout Drive
- Lor Ray Drive
- US 169
- Riverfront Drive
- Victory Drive
- MN 22
- CSAH 12

3.3 Existing Conditions Analysis

Deliverables: Contactor shall develop an existing conditions operations analysis to summarize the above findings.

Task 4: Corridor Issues Identification

Using the results from the Existing Conditions, Contractor will identify key multi-modal transportation issues, needs, and potential improvements.

4.1 Development Trends

Contractor will coordinate with the State and study partners to summarize past and predicted development trends to inform future conditions.

4.2 Land Use

Contractor will identify current and future land uses in the area using local plans and aerial photographs, as provided by the responsible government agency. Geographic Information Systems (GIS), plat maps, and property information will be gathered where necessary to identify parcel ownership. Contractor will prepare a map summarizing existing and future land uses.

4.3 Multimodal Trails, Pathways, and Crossings

Contractor will review mapping and other pertinent information of existing and planned State, County, and City trails within and adjacent to the corridor study area. Issues that will be considered when identifying gaps will include pedestrian and bicycle destinations.

Contractor will evaluate the existing facilities to determine if any improvements are justified to improve non-motorized operations and safety. Contractor will develop a map that depicts existing and planned trails, along with proposed new trail connections, potential crossing locations, as well as identified gaps and suggested improvements to existing facilities.

4.4 Transit

Contractor will review existing and future transit needs in the study area for consideration as part of the concept alternative development process. This will include outreach with operating transit entities and County and City staff to understand future plans.

4.5 Public and Stakeholder Engagement

Contractor will summarize engagement efforts and input that has been received through the efforts.

4.6 Safety

Contractor will evaluate the safety of the study corridor by reviewing the frequency and severity of crashes that have occurred in the last ten years at all corridor intersections and along all corridor segments. Data will be provided by the State's District 7 Traffic Office. Crash data is to be reviewed to identify trends (e.g.: time of day, month, lighting, surface condition, and crash diagram type). Crash diagrams will be developed and the average crash rate, critical crash rate, and critical crash rate index will be calculated for all intersections and segments, with comparisons to statewide crash averages for similar intersections and corridors being made. Locations with higher than expected crash rates will be reviewed to determine if there are any site conditions or design issues that may be leading to the higher rates.

For locations that include a pedestrian or bicycle crash, a detailed review of the incident will be conducted to determine if there are design improvements that should be considered immediately.

Contractor will complete a safety summary describing the overall safety conditions along the corridors. A high-level outline of the safety summary is to be incorporated into the Existing Conditions technical memorandum. The complete safety summary will include a more in-depth review of the corridor and intersections and will use mapping and crash diagrams to help convey the frequency, type, and severity of crashes occurring at intersections and along the study corridors.

4.7 Corridor Function and Connecting Roadways

Contractor will evaluate the current corridor function and the function of connecting roadways in an Origin-Destination (O-D) study and analysis; It will consider how the corridor is currently being used by cars, trucks, bicyclists and pedestrians on both the state and local systems.

4.8 Environmental and Cultural Constraints

While an in-depth evaluation of social, economic, and environmental (SEE) resources is not part of this environmental screening, enough inventory and assessment work will be completed to determine which impacts may be potentially significant in examining alternative concepts to carry forward. Contractor will assemble all relevant SEE information and map the data. The base map will graphically depict the potential environmental issues and constraints as well as other critical factors that need to be considered in identifying concept alternatives. Additional information generated by agency and public input will also be added to the base map during the study process.

4.9 Corridor Issues Technical Memorandum

To ensure future corridor improvements are eligible for potential state and federal funding, all environmental screening will be conducted by the Contractor to conform to state and federal rules and guidelines. The Contractor will incorporate the findings from this analysis into an overall Existing Conditions technical memorandum documenting all the Existing Conditions data collected and analyzed.

Deliverables: The Contractor will develop a technical memorandum summarizing the key corridor issues and opportunities. This will include necessary appendices. The Existing Conditions report will provide the background information necessary to proceed in identifying issues, constraints, and opportunities. This task will involve assembling a wide range of data sets.

Task 5: Purpose and Need

5.1 Purpose and Need Statement

Contractor will prepare a Purpose and Need Statement (PNS)(<http://www.dot.state.mn.us/project-development/subject-guidance/purpose-need-statement/process.html>). The PNS will take into consideration the information gathered in the recent crash history analysis and build on federal purpose and need guidelines, including but not limited to:

- a. Project history/status
- b. System linkage
- c. System deficiencies
- d. Capacity needs
- e. Transportation, social, and economic demands

- f. Modal interrelationships
- g. Safety
- h. Instructure Conditions (e.g., pavement, structures, retaining walls, etc.)

The draft PNS will be reviewed by the PMT and revised based on feedback. Contractor will present the revised draft PNS to the PMT for approval.

Deliverables: Contractor will prepare a technical memorandum for the Purpose and Need Statement by referencing all key needs and data sets.

Task 6: Intersection Control Evaluations (ICE)

6.1 Contractor will prepare full Intersection Control Evaluations (ICE) for the following intersections:

- a. TH 14 and Victory Drive
- b. TH 14 and Lor Ray Drive
- TH 14 and TH 169
- TH 14 and TH 22
- Victory Drive and Raintree Road
- Lor Ray Drive and Commerce Drive

ICEs will evaluate existing operations, as well as incorporate the future intersection operations and safety analyses done as part of Task 4 to determine the most appropriate long-term intersection control type for each intersection. Potential intersection control options include a No-Build alternative, signalization, roundabout control, or alternative designs (e.g.: addition of turn lane(s), conversion to RCUT, $\frac{3}{4}$ Right-In/Right-Out, or closure). The ICE memos will consider a minimum of two alternatives and will also provide full benefit-cost analysis for all considered alternatives. Enough alternatives must be considered to address any future deficiencies identified in Task 6.

Additionally, ICE memos should offer short-, mid-, and long-term recommendations for improvements to address identified deficiencies, as well as to improve intersection safety and operations, while aligning with the study vision and goals, defined in Task 4. All recommended improvements, as well as the associated time horizons and costs, are to be summarized in an ICE Improvements Summary technical memorandum.

Deliverables: ICE reports for all above intersections on TH 14 and an ICE Improvements Summary technical memorandum.

Task 7: Traffic Simulation

7.1 No Build Analysis

The contractor will project traffic volumes under 2050 traffic conditions to understand future issues that could develop under changing travel characteristics in the study area and will assume no improvements to the corridors beyond those already programmed in the current STIP, or those budgeted for by the local partners. Traffic projections will be based on:

Historical growth in AADT, County factors, and expected development/growth in the area, using input from local City and State staff as a basis for growth estimates. In this process we will forecast the location and extent of future residential, commercial, and industrial development in the area. The Contractor will then use data from the Institute of Transportation Engineers to estimate changes in daily and peak hour traffic volumes on study area roadways.

Historic traffic patterns as a reasonableness check to traffic projections. If our traffic projections greatly vary from historic patterns, we will work with stakeholders to finalize traffic projections that will be used for future conditions analysis.

Using Highway Capacity Manual (HCM) methodology, and the traffic projection methodology detailed below, the Contractor is to establish future peak hour (AM and PM) traffic demands (volumes, corresponding Level of Service (LOS), and queuing) at all US 14 intersections. Additionally, the Contractor is to determine future demand and LOS along all study corridors.

Analysis should include intersection and corridor capacity analyses to help identify potential needs to be addressed by the study, as well as future highway improvement projects. For evaluation purposes, LOS D or worse should be considered deficient.

7.2 Vissim Model Development and Calibration

Contractor will develop Vissim traffic simulation models for the entire project area. This analysis will include roundabout calibration to the Highway Capacity Manual (HCM) 6th Edition, and will utilize optimized traffic signal timing for the modeled traffic volumes.

7.3 Traffic Operations and Capacity Analysis

Contractor will evaluate traffic operations for all intersections and segments in the project study area, based on Vissim simulation results. Traffic operations results will be presented in terms of delay per vehicle, queuing, travel times and associated level of service, based on delay thresholds prescribed in the HCM. This analysis will help determine if the capacity of the corridor in its existing condition is sufficient to carry future traffic volumes.

Deliverables: Future Conditions (No-Build) report with maps and graphic tables displaying future demand information, as well as future needs (e.g.: capacity deficiencies, satisfied signal warrants, etc.) are to be provided by the Contractor. Contractor will develop 3D visualizations using Vissim microsimulation software to use during engagement efforts.

Task 8: Evaluation Criteria and Alternatives Analysis

8.1 Evaluation Criteria

The Contractor will work with the PMT to establish evaluation criteria. It is anticipated that environmental, economic, social, and transportation performance factors (e.g., wetland impacts, level-of-service, multimodal connectivity, access management, safety, benefic-cost ratio) will be used to evaluate the concept alternatives.

The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the relationship between study goals and the measurable criteria used to evaluate concepts.

8.2 Alternatives Development

Upon completion of 7.1, Contractor will develop corridor improvement concepts based upon identified issues. At this point in the concept development process numerous alternatives will be reviewed. The preliminary multimodal corridor concepts will be screened prior to laying out plan view layouts. The Contractor's conceptual alignment layouts will be prepared consistent with National Environmental Policy Act (NEPA) guidelines (i.e., first seek to avoid, then minimize, then mitigate). In addition, order of magnitude cost estimates will be prepared.

Each concept layout may have sub alternatives showing variable configurations. This will include multimodal connectivity considerations and transit alternatives. Consideration of potential multimodal tactics will include grade separated alternatives such as a pedestrian bridge or tunnel and at-grade alternatives such as signage, pavement markings, pedestrian signals, and/or geometric modifications to the intersections, where appropriate.

Up to 10 alternatives will be developed specifically for the US 14/US169 interchange.

The concept layouts will document each alignment's relationship to existing roadways, wetlands, floodplains, waterways/ditches, major utilities, buildings, and other known features. The layouts will identify horizontal alignments (design speed, sight distance, and superelevation), vertical alignments (stopping sight distance on crest curves, drainage issues on sag curves), typical cross sections, stormwater BMPs, utilities, and right-of-way width in accordance with State's specifications.

Contractor will seek input on the conceptual layouts from resource agencies and the State and compile these comments for consideration by the PMT. An element of the refined concepts will be identifying construction limits on the drawings.

Upon completion of the study, the Contractor will provide the State all CAD files developed for each alternative.

8.3 Alternatives Analysis

The Contractor shall develop an alternatives analysis element to measure comparative impacts of various alternatives. The element shall include consideration for each alternative:

- a. Predication of crashes, number and rate, including severity
- Benefit-cost analysis of alternatives consistent with MnDOT's guidance - <https://www.dot.state.mn.us/planning/program/benefitcost.html>
 - Highway Safety Manual (HSM) analysis
 - VISSIM analyses throughout the study limits, including Level of Service (LOS) and 95th percentile queue analysis
 - Conformance with state's traffic demand model to inform necessary emissions offsets for alternatives which add capacity to the highway.

Potential context sensitive solutions will be developed and prioritized by the Contractor, taking into consideration recommendations from previous planning efforts (where appropriate). Any solutions that could be immediately deployed (e.g.: added markings or signing) are to be brought to the attention of the PMT by the Contractor, as soon as is reasonable, for consideration by the PMT.

Contractor will compile impact assessment results. The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the differences between the alternatives.

After review by the PMT, data will be generalized into a “good, fair, or poor” format or a similar scale for public review. Similarly, for public review, Contractor will further summarize findings with an advantage/ disadvantage chart.

The evaluation process, the evaluation matrices, and the draft ranking of concepts will be presented to the PMT for comment and refinement before presenting to resource agencies, and the public for comments.

Task 9: Final Report

9.1 Final Report

The draft and final reports will document the study process, assumptions and methodology, analysis, findings, recommendations, and public involvement efforts. The technical memorandums produced throughout the corridor study process will be synthesized into one seamless final study report. Specific elements that will be incorporated into the draft and final reports including but not limited to:

- a. An executive summary (to be used as a stand-alone document)
- b. Existing and Future Issues identification
- c. Corridor Issues Identification Technical Memorandum
- e. Purpose and need statement
- f. Alternative Development and Assessment Technical Memorandum
- g. Intersection Control Evaluation Technical Memorandums
- g. Public and agency involvement activities and documentation
- h. All other supporting data as appendices

The Contractor will distribute electronic copies of the draft report and seek PMT comments after the Contractor has thoroughly reviewed the draft report. The Contractor is also responsible for providing the electronic version of the full, final, report as well as the executive summary for MnDOT to post to the project website. All documents will be provided to the PMT for further distribution.

Deliverables: One electronic copy (PDF) of the full final plan and one hardbound copy to the city, county, state, and MAPO.

Items Provided by the State

The State will provide the following items. Some items must be provided at notice to proceed. Other items are developed as the project progresses. The Contractor is responsible for requesting the needed information when it is available during the project development.

- a. Project limits
- b. Right-of-way information
- c. Traffic data and available traffic analyses/studies
 - i. MnDOT Traffic Engineering Manual
 - ii. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD)
 - iii. State Streetlight license

Proposed Study Area:



State and Federal Compliance

As a Metropolitan Planning Organization, MAPO is a recipient of funds via State and Federal sources. All MAPO planning products, including this one, must be compliant with various requirements outlined in MAPO's planning grant agreements with the State and Federal governments including fair labor standards/practices, government data practices, and transparency. All work products associated with this study will abide by these requirements.

Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- Purpose and Needs Document
- Project-specific Public Involvement Plan (PIP)
- Public Comment Log
- Public engagement materials
- Existing Conditions Analysis
- Traffic Analysis
- Issues and Opportunities Analysis
- Intersection Control Evaluations
- Alternative Development
- Alternative Evaluation
- Recommendations
- Implementation Plan
- Final report

Delivery

After approval and acceptance of the Study by the PMT, the Consultant will prepare and present a complete and approved Highway 14 (Lookout to CSAH 12) Corridor Study. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final Corridor Study
- Executive Summary
- Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by a read aloud function.
- In the enduring eventuality that a member of the public requests a translated document, the Consultant shall supply an electronic copy of such document in the language(s) requested.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly report any unforeseen delays or circumstances as they arise.
- Contract work is anticipated to start by **March 2026.**
- The Study should be completed by **December 2027.**

Page Limit

Proposals shall be limited to **35 pages**, discounting required forms, cover page, staff, and firm qualifications.

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

The following will be considered minimum contents of the proposal:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.
2. A statement of the objectives, goals, and tasks to show or demonstrate the Responder's view of the nature of the project.
3. A description of the proposed project approach and methodology to be utilized, deliverables to be provided by the Responder, and a description of the proposed project management techniques.
4. A detailed description of the Responder's background and experience with similar work. This should include examples of similar work indicating the Responder's level of involvement in the project, and the key personnel involved with the project.
5. A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the approval of the MAPO.
6. An illustrative **Work Plan** identifying the major tasks to be accomplished. The work plan must present the Responder's approach, task breakdown, and due dates of deliverables. Included within the Work Plan, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per topic/section with deadlines, Kickoff Meeting, PMT meetings, PTAC meetings, Open Houses, one-on-one agency meetings, social media blasts, presentations to MAPO TAC, Policy Board, Eagle Lake City Council, Blue Earth County Board, and MnDOT, and activities related to final acceptance.

7. A budget including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.
8. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
9. Completed forms and documents required under any other section of this RFP.

DRAFT

Joint Power Agreement

This project will be part of a Joint Power agreement between MnDOT District 7 and Mankato, as the host organization for MAPO. When contracting with another Governmental Unit for Professional Technical (P/T) services, through a Joint Powers Agreement, the following guidelines apply.

Audit Requirements

If the Governmental Unit is hiring a **subcontractor** to perform P/T services, and the costs are **greater than \$50,000**, you will need to request a MnDOT Audit.

Through the audit process, MnDOT's auditors help clarify issues and address concerns on subcontractor financials before entering into a contract.

The Office of Audit will review documentation and make recommendations regarding the data reviewed. The Contract Administrator is responsible for ensuring that recommendations are incorporated into the final contract.

In some cases, you may need to renegotiate terms with the subcontractor based on the audit results.

Overhead Rate Cap

If the Governmental Unit is hiring a subcontractor to perform P/T services, MnDOT's overhead rate cap will apply to the subcontractor costs.

- For contracts with a start date of April 15, 2019, through September 30, 2024, the cap on the overhead rate is 170.00%.
- For contracts with a start date of October 1, 2024, or later, the cap on the overhead rate is 175.00%.

Pre-Award Audit Requirement

The successful responder will be required to submit pre-award audit information to MnDOT and comply with MnDOT audit standards. Failure to do so may result in disqualification. The Pre-Award Information Package can be accessed on the MnDOT Audit website at: [Pre-Awards - Audit - MnDOT](#)

MnDOT Cost Requirement

Whether proposing a cost plus fixed fee (profit), hourly rate, unit rate or lump sum budget, responders must include a breakdown (labor, overhead, profit and expenses) showing how the rate was derived. Additionally, if proposing a cost plus fixed fee (profit) budget, responder's must utilize their current MnDOT approved Overhead rate, adhering to the Overhead rate caps identified above.

Selection Timeline

It is anticipated that evaluation, selection, contract negotiation, and project start will be completed according to the below schedule. Note the dates and ranges are advisory and may be adjusted.

<u>November 17, 2025</u>	First day of RFP posting
<u>December 19, 2025</u>	Last date MAPO staff will answer RFP questions
<u>January 2, 2026</u>	Deadline for RFP responses
<u>January – 2026</u>	Evaluation and scoring of RFP responses
<u>January-February 2026</u>	MAPO Policy Board recommendations
<u>February 2026</u>	Recommended bidder notified, begin contract negotiations
<u>February/March 2026</u>	Contract negotiations finalized
<u>February/March 2026</u>	Project initiated

After evaluation the MAPO and the recommended Responder will meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked Responder.

Proposal Submittal

Responders are asked to submit proposals in digital and physical format. In addition to digital proposals supplied electronically, please provide four (4) physical copies. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Digital proposals may be sent to MAPO via the below email:

Chris Talamantez
Transportation Planner
Mankato/North Mankato Area Planning Organization
ctalamantez@mankatomn.gov

Physical copies of proposals may be sent to the below address:

Chris Talamantez
Transportation Planner
Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, MN 56001

Proposal Evaluation

“Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected PTAC members will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (25 points)

1. Specialized expertise, capabilities, and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Work Plan (35 points)

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (35).

Cost (15 points)

1. Overall cost to complete the project (15)

Organization, personnel, and expertise (15 points)

1. Qualifications of personnel assigned to project (7.5)
2. Experience of personnel assigned to project (7.5)

General quality of response and responsiveness to terms and conditions (10 points)

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions

No interpretation of the meaning of the RFP will be made to any Responder verbally.

Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems, or ambiguities in this RFP. Any questions regarding this RFP must be submitted no later than December 5, 2025 by email only to:

Chris Talamantez, Transportation Planner
Ctalamantez@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page: www.mnmapo.org

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

Proposal Protest Procedure

1. A formal letter of protest must be received at 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Mark Konz, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above-mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting and inform the complainant in writing of the date and time.
4. MAPO will not receive any service or product described in the PROPOSAL document from the recommended Proposal until the protest has been resolved.

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

Unless otherwise explicitly and clearly marked, all materials submitted in response to this RFP will become public records. The MAPO reserves the right to disburse any materials for review, ranking, educational, or communicative purposes. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item,
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the cost information submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Par 401.
- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient

rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal

Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. A DBE goal of **DBE Neutral** has been assigned.

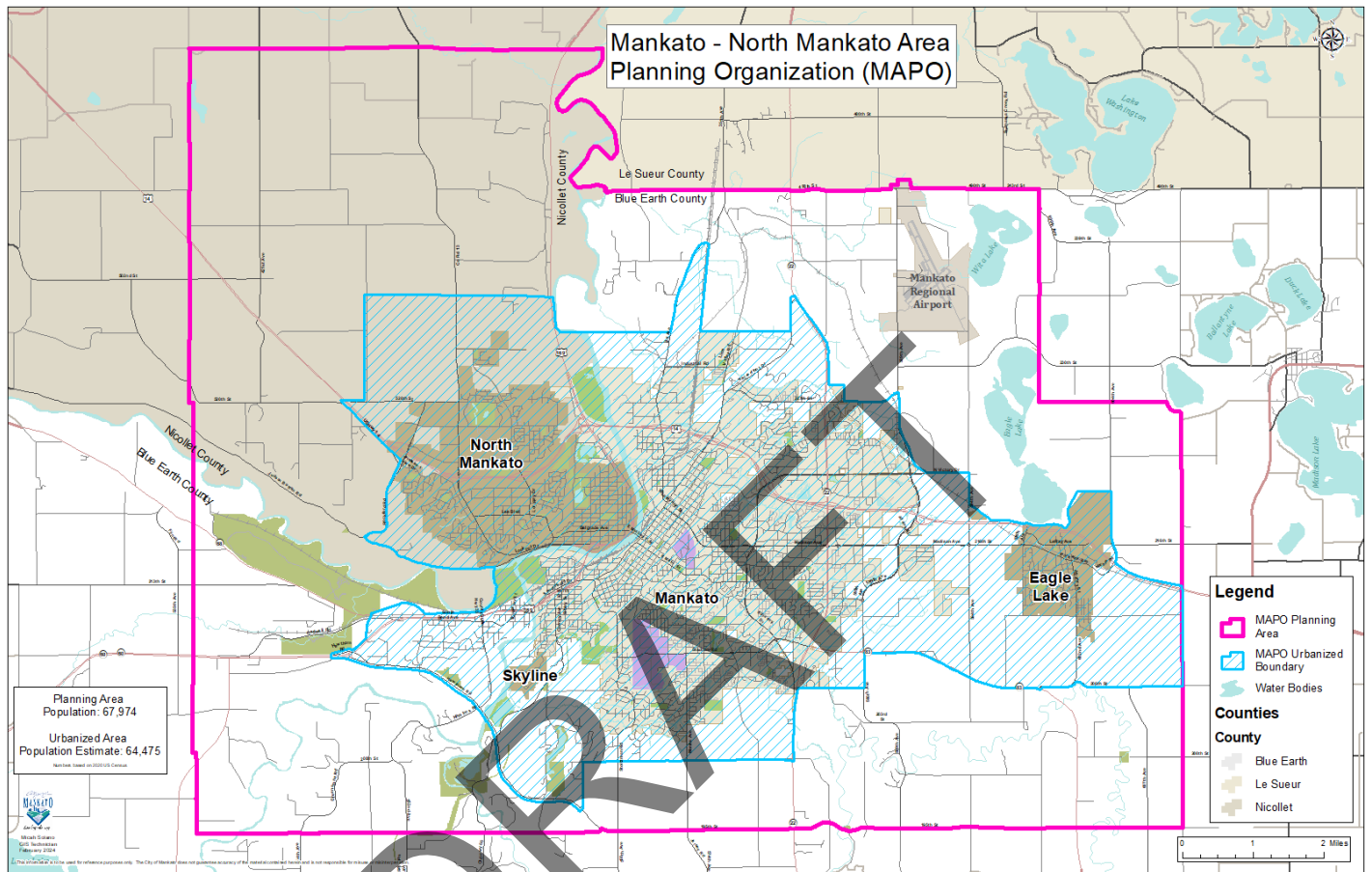
Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBE Neutral goal. While DBE participation is encouraged on proposals with an DBE Neutral goal, responders are not required to submit GFE documentation. See DBE Special Provisions, Appendix B part F.

Required Statement for All Notices, RFP, and Contracts

- The FHWA is or will be providing federal assistance for this project in an estimated expected amount of \$290,000. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205.

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Appendix A: Map of MAPO Planning Boundary



Appendix B: Required Contract Clauses

The Contractor agrees to comply with the following requirements and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS - 2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week's notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the State or Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035](https://public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035) .

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO Contractor 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 his employees, agents, or others for whose acts he 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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 MAPO or Contractor 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.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **Race Gender Neutral (RGN)** has been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=537776 and attached as Appendix B. The DBE Special Provisions explain how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please visit the [MnDOT prequalification list](https://mnucp.metc.state.mn.us/) or for additional DBE participation visit <https://mnucp.metc.state.mn.us/>.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed.

e. The Contractor must promptly notify MAPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS - 2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.”

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation.”

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE - 2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. The contractor’s failure to comply shall constitute a material breach of this contract.

K. LOBBYING

Lobbying – Contracts for more than \$100,000 must require the contractor and any subcontractor(s) to file a lobbying certification. The funding threshold is based on the total contract award (i.e., prime and any subs).

L. REMEDIES - 2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

M. CLEAN AIR AND CLEAN WATER - 42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the

Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

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Appendix C: Required Affidavits and Certifications

- Affidavit of Noncollusion
- Conflict of Interest Checklist and Disclosure Form
- Affirmative Action Certification
- Immigration Status Certification
- Certification of Restriction on Lobbying
- Certificate of Liability Insurance

Non-Discrimination Assurances

Responders must provide confirmation they agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with

the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must complete the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance, and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional, and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities, and damages arising out of the performance of services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules, and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its

policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insurers under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

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AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment, the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g., geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or-
Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of your Certification with your response.
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). Proceed to Box C.
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed, and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: __ Date _____

Authorized Signature: _____ Phone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section
190 East 5th St., Suite 700
St. Paul, MN 55101

Web: <https://www.mn.gov/mdhr/>

Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

_____(Title of authorized official)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Appendix D: MAPO TAC & Policy Board Membership

Mankato/North Mankato Area Planning Organization Policy Board

- John Whittington, City of Eagle Lake
- Jack Kolars, Nicollet County
- Mark Piepho, Blue Earth County
- Daniel Rotchadl, MAPO Townships
- James Whitlock, City of North Mankato
- Mike Laven, City of Mankato (Chair)

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

- **Counties**
 - Blue Earth County Engineer – Ryan Thilges
 - Blue Earth County Planning – John Considine III
 - Nicollet County Engineer – Seth Greenwood
- **Cities**
 - Eagle Lake City Administrator – Jennifer Bromeland
 - Mankato Director of Public Works- Jeff Johnson
 - Mankato Planning Coordinator – Molly Westman
 - North Mankato Community Development Director- Michael Fischer
 - North Mankato City Engineer – Dan Sarff
 - Skyline Mayor – Paige Attarian
- **Townships**
 - Belgrade Township – Vacant
 - LeRay Township – Kurt Anderson
 - Lime Township – Christine Skarpohl-Gregory
 - Mankato Township – Scott Morgan
 - South Bend Township – June Lonquist
- Mankato Area Public Schools (ISD #77) – Scott Kaminski
- Minnesota Department of Transportation District 7 – Sam Parker
- Minnesota State University, Mankato – Paul Corcoran
- Region Nine Development Commission – Joel Hanif
- Mankato Transit System – Shawn Schloesser



AGENDA RECOMMENDATION
Agenda Heading: Presentation: Balcerzak
Drive Corridor Study
No: 5.1

Agenda Item: Presentation: Balcerzak Drive Corridor Study

Recommendation Action(s): Informational

Summary: MAPO, in partnership with the City of Mankato, requested a study of the Balcerzak Drive corridor from Warren Street to S Victory Drive. The study is included in the MAPO 2025 Unified Planning Work Program. The Study is anticipated for completion in December 2025.

Consultant staff will deliver an informational presentation regarding the study. Policy Board members are invited to provide input.

Attachments:

1. Presentation slides



AGENDA RECOMMENDATION
Agenda Heading: Presentation: Lee
Boulevard Corridor Study
No: 5.2

Agenda Item: Presentation: Lee Boulevard Corridor Study

Recommendation Action(s): Informational

Summary: MAPO, in partnership with the City of North Mankato, requested a study of the Lee Boulevard corridor from Lookout Drive to Belgrade Ave. The study is included in the MAPO 2025 Unified Planning Work Program. The Study is anticipated for completion in December 2025.

Consultant staff will deliver an informational presentation regarding the study. Policy Board members are invited to provide input.

Attachments:

1. Presentation slides



AGENDA RECOMMENDATION
Agenda Heading: Carbon Reduction Program
project solicitation for
Fiscal Years 2028 through 2030.
No: 5.3

Agenda Item: Carbon Reduction Program (CRP) project solicitation for Fiscal Year (FY) 2028 through 2030

Recommendation Action(s): Informational

Summary: The Carbon Reduction Program (CRP) is a program created by the Infrastructure Investment and Jobs Act. The purpose is to reduce carbon dioxide emissions from on-road highway sources. Funding for the program is split into two main categories; Statewide (35%) and Areas based on population (65%).

In previous years MAPO has selected projects including electric vehicle lease/purchase, a street light conversion project, electric vehicle charging station replacement, trail engineering, and multi-use trail underpass. Updated guidance has made previously eligible projects potentially ineligible.

Ranking and scoring of all applications for FY 2028-2030 will use the criteria provided by the Statewide Carbon Reduction Strategy. Amount of funding in the MAPO urbanized area for each federal fiscal year is detailed in the table below:

Year	Amount
FY 2028	\$140,000
FY 2029	\$140,000
FY 2030	\$140,000

The timeline for the solicitation as follows

- October 16 – Announce solicitation; Open Letter of Intent (LOI) period
- November 3 – Deadline for LOI
- November 6 – LOIs review process by MPOs
- November 24 –MPO review of LOIs and recommendation to proceed
- December 1 – Official start of full application period
- January 30 – Deadline for full applications
- March 30 – Deadline to select CRP projects
- May 21– TAC Meeting to recommend projects
- June 4 – Policy Board review and adopt recommendation

Visit the [Carbon Reduction Program \(CRP\)](#) webpage for updated guidance.

Attachments

1. CRP solicitation materials

Carbon Reduction Program (CRP)

Solicitation Materials

September 2025

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Carbon Reduction Program Letter of Intent Worksheet

Applicant information

Name of applicant organization: Click here to enter text.

Name of contact: Click here to enter text.

Contact address: Click here to enter text.

City: Click here to enter text. **State:** Click here to enter text. **Zip:** Click here to enter text.

County: Click here to enter text.

Phone: Click here to enter text. **Email:** Click here to enter text.

Project information

1. **Title of project:** Click here to enter text.
2. **Project location:** Click here to enter text.
3. **One sentence description of the work for which you are seeking support:** Click here to enter text.
4. **Describe the work and how it reduces carbon (250 words maximum):** Click here to enter text.
5. **Briefly describe the project timeline and project readiness:** Click here to enter text.

Details will be discussed at a pre-application meeting with MnDOT District staff.

6. **Amount of funding requesting:** \$Click to enter amount.

7. **Which fiscal year(s) is the project interested in applying for?**

Projects may submit for one or multiple funding years during this solicitation period. Check the fiscal year box or boxes in which you are submitting the LOI for funding.

Check the box or boxes of the funding year applying for.

Carbon Reduction Program ☐ FY 2027 ☐ FY2028 ☐ FY2029 ☐ FY2030

8. **How does the project align with the [Minnesota Carbon Reduction Strategy](#)?**

Check the box or boxes for which categories the project aligns with.

☐ Electrification ☐ Travel options ☐ Low carbon infrastructure and system management

9. **Which co-benefits are relevant to your project (check all that apply):**

☐ Economic opportunities ☐ Safety ☐ Access ☐ Resilience

CRP Application

MPOs or ATPs soliciting projects may use the application template provided below.¹

Applicant information

Name of applicant organization: Click here to enter text.

Name of contact: Click here to enter text.

Contact address: Click here to enter text.

City: Click here to enter text. **State:** Click here to enter text. **Zip:** Click here to enter text.

County: Click here to enter text.

Phone: Click here to enter text. **Email:** Click here to enter text.

Project information

1. **Title of project:** Click here to enter text.
2. **Project location:** Click here to enter text.
3. **One sentence description of the work for which you are seeking support:** Click here to enter text.

Project readiness

4. **Provide the project timeline and milestones, including any relevant planning or engineering studies (250 words maximum).**

Click here to enter text.

5. **Describe how the project can be completed in the given timeframe (250 words maximum).**

Click here to enter text.

Project funding

6. **Amount of funding requested:** \$Click to enter amount.

¹ Project selection teams may adapt the template based on regional needs, as long as the application remains consistent with the Carbon Reduction Strategy. An example of an adaptation includes adjusting the total points in the co-benefits scoring rubric to reflect regional priorities.

7. Total project budget: [Click to enter amount.](#)

Briefly explain the total estimated amount of funding needed for the project. Include the amount requested through this application and other sources.

[Click here to enter text.](#)

8. Identify the local match amount: [Click to enter amount.](#)

9. Identify the source of the local funds committed to the project (100 words maximum):

[Click here to enter text.](#)

10. Total amount of additional federal funds obligated to the project already, if applicable:

[Click here to enter text.](#)

Source of additional federal funds obligated to the project already, if applicable (100 words maximum):[Click here to enter text.](#)

11. Which fiscal year(s) is the project interested in applying for?

Projects may submit for one or multiple funding years during this solicitation period.

Check the fiscal year box or boxes in which you are submitting for funding.

Carbon Reduction Program ☐ FY 2027 ☐ FY2028 ☐ FY2029 ☐ FY2030

12. Is this project able to accept partial funding? ☐ Yes ☐ No

Alignment with the Carbon Reduction Strategy

13. Category of project from the [Minnesota Carbon Reduction Strategy](#):

☐ Electrification ☐ Travel options ☐ Low carbon infrastructure and system management

14. Strategy associated with the project from the [Minnesota Carbon Reduction Strategy](#):

[Click here to enter text.](#)

15. Project type in the [Minnesota Carbon Reduction Strategy](#) that the project falls under:

[Click here to enter text.](#)

16. Describe the work and how it reduces emissions (250 words maximum):

[Click here to enter text.](#)

Co-benefits of the project

17. Which co-benefits are relevant to your project (check all that apply):

☐ Economic opportunities ☐ Safety ☐ Access ☐ Resilience

Co-benefit: Economic opportunities

Describe how the project creates jobs and stimulates local economies. Highlight efforts to hire a diverse workforce and provide training and career development opportunities for all individuals. Showcase

initiatives that improve access to commercial areas, making it easier for people to shop, dine and access services in their communities. Discuss efforts to prioritize projects that address historical disparities in economic opportunities and improve access to underserved areas. Provide any support data available that identify economic improvements in relationship to the project location.

500 words maximum

[Click here to enter text.](#)

Co-benefit: Safety

Describe how the project will improve real or perceived safety concerns in the community. These can be identified in a safety study or plan. If the safety concerns are not identified in a plan, they may be identified with an alternative approach, such as providing an aerial photo of the safety concern. Describe whether the project occurs in an area with high rates of motor vehicle serious injury or fatal crashes and/or areas with high rates of non-motorized serious injury or fatal crashes and whether the project has a safety component that addresses these challenges (See Appendix A).

500 words maximum

[Click here to enter text.](#)

Co-benefit: Access

Describe how the project improves non-motorized access and transit or shared mobility access to key destinations. This can include improvements that encourage these modes through both infrastructure and land use. Describe how the project improves travel efficiency (via driving, carpool or other methods) to key destinations and how the project improved traveler comfort. Focus on making transportation accessible to all, including individuals with disabilities, older adults, and families with young children. Highlight efforts to improve accessibility features, such as ramps, elevators, and tactile paving. If possible, include or attach a map identify key destinations the project will increase access to.

500 words maximum

[Click here to enter text.](#)

Co-benefit: Resilience

Describe how the project includes resilient infrastructure that can withstand climate change impacts. Emphasize how this project will protect all communities from extreme weather events and ensure long-term sustainability. Highlight the environmental benefits of reducing emissions and improving air quality for everyone. Also describe how this project supports active transportation.

500 words maximum

[Click here to enter text.](#)

Cost-Effectiveness of Emissions Reduction

The amount of CO₂e reduced and the cost-effectiveness are estimated using the [Carbon Emissions Tool \(CET\)](#) and associated [CET Instructions and Tips](#). The total project cost is determined by the applicant. Further details regarding calculating the total costs of a project can be found in the CET. Similarly, the total emissions reduced is calculated for the whole project, not just a portion funded by the CRP. List your value for cost-effectiveness below in the units of Dollars/Metric Ton CO₂e reduced.

_____ Dollars/Metric Ton CO₂e reduced

Which project types were used to calculate the cost-effectiveness of emissions reduction and what were the Year 1 and cumulative emissions reductions for the project?

Applicant should attach a table or screenshot of the 'Results Summary' tab to the project application.

Project type: [Click here to enter text.](#)

Year 1 emissions reduced: [Click here to enter text.](#)

Cumulative emissions reduced: [Click here to enter text.](#)

Project type: [Click here to enter text.](#)

Year 1 emissions reduced: [Click here to enter text.](#)

Cumulative emissions reduced: [Click here to enter text.](#)

Appendices

Appendix A: Definition of high crash locations

High crash locations are generally defined and identified in local planning documents (e.g., roadway safety plans). There are online tools for identifying high-risk crash locations. Below are a few options, but others may be used as well with justification.

- [Minnesota Crash Mapping Analysis Tool](#) provides several analytical tools that allow users to assess crashes with 10-year rolling crash data. Applicants may need to coordinate with MnDOT District traffic staff to access the data.
- [Suitability for the Pedestrian and Cycling Environment \(SPACE\) Tool](#) combines many indicators, both sociodemographic and transportation related, that indicate the extent to which a community is suitable for active transportation (e.g., walking and bicycling). This tool is scored on a scale of 0 to 100, with 1 indicating the least suitable and 100 indicating the most suitable. One of the criteria for this tool is the safety risk of intersections for active transportation users. As an example, this can be used to showcase an area of high crash risk for non-motorized users. More details on SPACE tool use and score methodology can be found [here](#).
- [Safe System Approach Implementation Plan](#) outlines an approach for MnDOT to integrate the Safe System Approach (SSA) into state programming and project delivery processes. The goal of SSA is to provide safe mobility for all road users based on the following six principles:
 1. *Death and serious injuries are unacceptable* – The SSA prioritizes eliminating fatal and serious injury crashes.
 2. *Humans make mistakes* – The transportation system can be designed, operated, and maintained to accommodate human mistakes.
 3. *Humans are vulnerable* – Transportation systems should accommodate the human body's vulnerability.
 4. *Responsibility is shared* – All stakeholders (including government agencies, transportation industry partners, and the public) are vital.
 5. *Safety is proactive* – Tools should be used to identify and address safety issues before crashes occur.
 6. *Redundancy is crucial* – If one part of the transportation system fails, the other parts still protect people.

Five complimentary elements provide a holistic SSA to prevent and minimize harm caused by crashes: safe people, safe roads, safe speeds, safe vehicles and post-crash care. Serious injuries and death typically result when all five of those layers fail, so SSA looks to address one or more of those elements to prevent the loss of life or a serious injury if a crash does occur. More information can be found in the [MnDOT Safe Systems Approach: Implementation Plan](#).

Appendix B: Funding targets

Area Transportation Partnership (ATP) Targets

Fiscal Year	Northeast MN ATP	Northwest MN ATP	Central MN ATP	West Central MN ATP	Southeast MN ATP	South Central MN ATP	Southwest MN ATP	Metro ATP
2027	\$720,000	\$388,000	\$1,380,000	\$510,000	\$920,000	\$580,000	\$460,000	\$540,000
2028	\$600,000	\$350,000	\$1,300,000	\$470,000	\$888,000	\$520,000	\$480,000	\$730,000
2029	\$600,000	\$350,000	\$1,300,000	\$470,000	\$888,000	\$520,000	\$480,000	\$730,000
2030*	\$600,000	\$350,000	\$1,300,000	\$470,000	\$888,000	\$520,000	\$480,000	\$730,000

Metropolitan Planning Organization (MPO) Targets

Fiscal Year	MIC	GFGEF	APO	Metro COG	ROCOG	MAPO	LAPC	Met Council	Met Council - D3
2027	\$225,000	\$18,000	\$270,000	\$108,000	\$261,000	\$144,000	\$9,000	\$6,480,000	\$190,000
2028	\$210,000	\$20,000	\$270,000	\$110,000	\$280,000	\$140,000	\$12,000	\$6,600,000	\$200,000
2029	\$210,000	\$20,000	\$270,000	\$110,000	\$280,000	\$140,000	\$12,000	\$6,600,000	**
2030*	\$210,000	\$20,000	\$270,000	\$110,000	\$280,000	\$140,000	\$12,000	\$6,600,000	**

MnDOT District Targets (Federal CRP funds only)

Fiscal Year	District 1	District 2	District 3	District 4	District 6	District 7	District 8	Metro District
2027	\$700,000	\$400,000	\$800,000	\$500,000	\$800,000	\$500,000	\$400,000	\$3,000,000
2028	\$1,100,000	\$600,000	\$1,400,000	\$800,000	\$1,300,000	\$900,000	\$600,000	\$5,100,000
2029	\$600,000	\$350,000	\$1,300,000	\$470,000	\$888,000	\$520,000	\$480,000	\$730,000
2030*	\$600,000	\$350,000	\$1,300,000	\$470,000	\$888,000	\$520,000	\$480,000	\$730,000

* Fiscal Year 2030 are not fully approved as of September 4, 2025. These values are a projection until Transportation Programming and Investment Committee (TP&IC) approves the targets later in 2025.

** Beginning in Fiscal Year 2029, Met Council and Central Area Transportation Partnership has agreed to spend funds across the area eliminating the need for the specific callout in Fiscal Year 2029 and Fiscal Year 2030.



October 16, 2025 | 1:30 p.m. | Intergovernmental Center, MN River Room, 10 Civic Center Plaza, Mankato, MN

TAC members present: Vice Chair John Zehnder – Nicollet County Planning Staff, Joel Hawbeker – Nicollet County Engineer, Stefan Gantert - Blue Earth County Engineer, John Considine III – Blue Earth County Planning Staff, Cory Bienfang, Mankato Director of Public Works, Molly Westman – Mankato Community Development, Michael Fischer - North Mankato Community Development Director, Dan Sarff – North Mankato City Engineer, Christine Skarpohl Gregory – Lime Township, Scott Morgan – Mankato Township, June Lonnquist – South Bend Township, Shawn Schloesser – Mankato Transit System, Scott Kaminski – Mankato Area Public Schools, Sam Parker – MnDOT District 7, David Cowan – Minnesota State University Mankato, Mark Plotz – Region Nine Development Commission.

Others Present: Mark Konz - Executive Director, Chris Talamantez – MAPO Transportation Planner, Attending Virtually, Lance Bernard – TC2, Kelsey Larsen - Bolton & Menk, Connor Cox – Bolton & Menk, Brian McCoy - MnDOT Central Office.

I. Call to Order

Chair John Zehnder called the meeting to order at 1:30 p.m.

II. Introductions

Introductions were made.

III. Approval of Agenda

David Cowan made a motion to approve the agenda. John Considine seconded the motion. With all voting in favor the agenda was approved.

IV. Approval of Minutes – August 21, 2025

John Considine moved to approve the minutes; Michael Fischer seconded the motion. With all voting in favor, minutes were approved.

V. New Business

5.1 Recommendation to adopt draft 2025 Metropolitan Transportation Plan.

Chair asked staff to provide a summary of the item. Chris Talamantez introduced the plan and Lance Bernard of TC2 provided a brief presentation of the Metropolitan Transportation Plan (MTP).

Mark Plotz commented on the cover photo, lack of Active Transportation investments, absence of Greenhouse Gas or Climate Change issues.

John Considine commented on the available demographic data from 2024 and reported data from 2022.

Mark Konz affirmed the 2022 data was most recent at the time and will remain. Chris Talamantez noted Greenhouse Gas was not a requirement when the project began.

Lance responded that the project began in 2024 and is a snapshot in time. The plan requires federal approval and the federal administration change during the plan development required adjustments due to changed priorities.

John Considine moved to recommend approval to the Policy Board based upon snapshot in time. Sam Parker seconded the motion. With all voting, motion passed with Region Nine voting present, and none opposed.

5.2 Recommendation to approve Requests for Proposals for studies contained in the 2026 Unified Planning Work Program.

Chair requested that staff provide a summary. Chris Talamantez reviewed the projects for 2026. CSAH 16 (Stoltzman Rd.) Corridor Study estimated at \$75,000, completion by December 2026. Highway 14 Corridor Study (Mankato/North Mankato) includes a multimodal component over the 2-year timeline. Estimated at \$800,000, the plan will be completed by December 2027.

Mark Plotz recommended creation of a data clearing house for public data collected during the study. Additionally, separate accounting of Complete Streets activities with walking audits and additional public engagement.

Scott Kaminski made a motion to recommend approval of the Requests for Proposals for studies contained in the 2026 UPWP. Mike Fischer seconded the motion. With all present voting in favor, the motion was approved.

VI. Other Business, Discussion & Updates

6.1. Presentation: Balcerzak Drive Corridor Study.

Connor Cox presented the study material.

John Considine asked why there was no sidewalk west of Warren Street. Mark Konz stated when Warren Street was constructed there was community opposition to a sidewalk.

6.2. Presentation: Lee Boulevard Corridor Study.

Kelsey Larsen presented the study material.

John Considine and John Zehnder asked about the lane reduction of both East and West bound lanes. Kelsey said the lane reduction details would be included in the design phase.

Mark Plotz asked about flood walls only. Kelsey shared the North Mankato City Council is pursuing funding for flood mitigation and maintaining access to Judson Bottom Road.

6.3. Greenhouse Gas Emission Modeling Grant Amendment.

Chris Talamantez summarized the MnDOT led Travel Demand Model for MAPO and the extended timeline to December 2026.

6.4. Carbon Reduction Program Timeline.

Chris Talamantez shared the schedule and the changes of eligibility for some items.

6.5 StreetLight Data Future Usage

Chris Talamantez shared the current usage of StreetLight Data, increasing cost and future use for MAPO Members. Currently renewed for FY 2026.

VIII. TAC Comments

There were no TAC comments.

IX. Adjournment

Mike Fischer moved to adjourn the meeting. Sam Parker seconded the motion. With all voting in favor, the meeting was adjourned at 3:08 p.m.

Chair John Zehnder (acting)