



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, March 10, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney (VC)
Becky McElhaney Aaron Griner
Sarah Watson

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

2 Consideration of the minutes of the preceding meeting(s).

February 10, 2026 Regular Finance Committee Meeting

3 Discussion and possible action.

- a. Approving Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC – 724 and 732 Ridgeland Avenue, Schofield and related budget modification.
- b. Approving Airspace Obstruction Removal Agreement with Zachary Lange – 811 Ridgeland Avenue, Schofield and related budget modification.
- c. Approving Residential Solid Waste and Recycling Service Agreement with Harter’s Fox Valley Disposal LLC.
- d. Budget amendment for the Wausau Police Department to use the proceeds of the sale of a Thompson Sub-Machinegun to purchase red-dot optics.
- e. Approving Sole Source Request for the purchase of Vortex Defender ST Red Dot sights for the Wausau Police Department.
- f. Approving Sole Source Request for the purchase of Stryker cots for the Wausau Fire Department.
- g. Approving Sole Source Request for the purchase of services to complete the site investigation for the Thomas Street Corridor Area A, BRRTS #02-37-98599 by REI Engineering for the Wausau Department of Public Works.
- h. Approving renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant and 3rd Streets).
- i. Approving proposal from Clark Dietz, Inc. to perform engineering professional services for the solar array project.
- j. Approving paid duty time for out of country training for a Wausau Police Department Officer.
- k. Approving Community Outreach Professional shelter operations duty premium differential.
- l. Approving contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study.

4 Adjournment.

Michael Martens, Chair

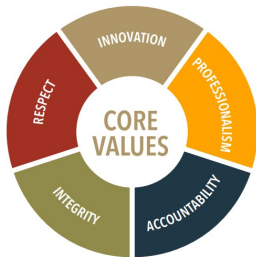
**NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER**

DATE: 03/04/2026
TIME: 5:30 PM
POSTED BY: Kody Hart



This meeting can be viewed on
YouTube and Channel 981 on Cable TV

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@wausauwi.gov to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov





OFFICIAL MINUTES
REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, February 10, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney
(VC)
Becky McElhaney Aaron Griner
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Sarah Watson, Aaron Griner
Members Not Present:
Members Excused: Becky McElhaney
Present 4, Not Present 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:19 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Martens read the public comment statement.

1. Tony Gonzalez, address not provided - spoke on agenda item 3 a.

Tierney was present for the rest of the meeting.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Tierney, seconded by Griner, to approve all items outlined below. Motion Passed, 4-0.

January 27, 2026 Regular Finance Committee Minutes

3 Discussion and possible action.

- a.** Authorization for entering into Memorandum of Understanding with both Healthy Opportunities for Latin Americans (HOLA) and New Beginnings Inc. through the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Capacity Building Grant.

Tierney stated there was a need to communicate effectively with non-English speaking residents as the community becomes more diverse.

Griner questioned if the Request For Proposals only received the two responses. It was stated these two organizations were the only two that responded.

Martens stated the two organizations seemed to be amenable to the services needed. Martens questioned whether the timings of the release for RFP over the holiday season was a concern. It was stated this was an initial concern but that delaying the release of an RFP would mean a delay in providing these services.

Motion by Watson, seconded by Tierney, to approve the MOU for HOLA and New Beginings. Motion Passed 4-0.

b. Approving Amendment to Professional Services Contract with EPLEX, LLC.

Martens stated this was a contract for services the same as usual, but it accounted for an increase in prices for the services.

Griner questioned if this was a cost increase due to the increase from the vendor for the services. It was stated this was an increase in cost due to the increase in cost from the vendor and that the cost would be passed to homeowners through an increase in fees for the service.

Motion by Watson, seconded by Griner, to approve the amendment to professional services contract with EPLEX, LLC. Motion 4-0.

c. Approving Amendment to the City of Wausau Comprehensive Fee Schedule Regarding Commercial Building and Plumbing Plan Reviews.

Motion by Watson, seconded by Griner, to approve the amendment to comprehensive fee schedule. Motion Passed 4-0.

d. Approving Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC – 724 and 732 Ridgeland Avenue, Schofield.

Watson questioned the unknown budget source. It was stated the source had not been identified as the full cost of the obstruction removal remained unknown.

Griner questioned if the obstruction removal would be contracted out or done internally. It was stated that the question is still to be determined based on the cost analysis. Griner further stated concerns for ongoing maintenance.

Tierney questioned if the cost would come back to the committee. It was stated that it would come back for approval of the costs. Tierney stated a preference for delaying the agreement until the cost becomes known. Tierney further stated opposition.

Watson stated that approval of the agreement would not authorize the funding but move the matter forward to show the Federal Aviation Administration that the city was serious about reconstructing the main runway in accordance with regulations.

Griner questioned if the matter could be delayed while the city finds cost estimates to accompany the agreement. Griner also asked that zoning amendments be considered.

Motion by Griner, seconded by Watson, to postpone this item until the February 24, 2026 meeting. Motion Passed 4-0.

e. Approving Airspace Obstruction Removal Agreement with Zachary Lange – 811 Ridgeland Avenue, Schofield.

Motion by Griner, seconded by Watson, to move to postpone this item until the February 24, 2026 meeting. Motion Passed 4-0.

f. Approving Sixth Amendment to Advanced Physical Therapy and Sports Medicine, S.C. On-Site Health Services Agreement.

Watson stated that the increase is less than inflation.

Martens stated that it is likely that if the city went with another vendor, it would likely result in an increase in the cost to provide those services.

Motion by Griner, seconded by Tierney, to approve the Sixth Amendment to Advanced Physical Therapy and Sports Medicine, S.C. for the agreement. Motion Passed 4-0.

- g.** Approving Sole Source Request for the purchase of real estate acquisition services related to traffic signal relocation at the intersections of Grand Avenue/Townline Road and Grand Avenue/Sturgeon Eddy Road through Becher Hoppe for the Wausau Department of Public Works.

Motion by Watson, seconded by Tierney, to approve the source request for the purchase of real estate acquisition services related to traffic signal relocation at the intersections of Grand Avenue/Townline Road and Grand Avenue/Sturgeon Eddy Road through Becher Hoppe for the Wausau Department of Public Works. Motion Passed 4-0.

- h.** Approving lease of the Riverlife Park Concession Building to Sawmill Mini Golf, LLC for the operation of an ice cream business.

Watson stated there was a good discussion at the Parks & Recreation Committee that while this vendor may not tick off every want from the RFP, there was a need to fill that space with a food vendor.

Martens stated this will have an economic multiplying effect by having a food vendor occupying that space and drawing people to Riverlife Park.

Motion by Tierney, seconded by Watson, to approve lease of the Riverlife Park Concession Building to Sawmill Mini Golf, LLC for the operation of an ice cream business. Motion Passed 4-0.

4 Adjournment.

Motion by Watson, seconded by Tierney, to adjourn. Motion carried. Meeting adjourned at 06:04 PM.

The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings](#)



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov





Foley's Tree Service LLC

N11541 Roberts Road Tomahawk
Wisconsin 54487 United States
Wisconsin 54487 United States

Proposal #86

Created: 02/27/2026

From: Ted Foley, Owner, ISA# WI-0979A

Proposal For

Wausau Marathon County Parks

518 S 7th Ave
Wausau, WI 54401

Location

811 Ridgeland Ave
Schofield, WI 54476

Customer Contact

mobile: (715) 261-1561 John
John.Kahon@co.marathon.wi.us

Wausau Marathon County Parks 20260227

Terms

Net 15

ACCEPT	ITEM DESCRIPTION	AMOUNT
✓	Tree Take Down, Clean-up, and Removal <i>Included</i> 811 Ridgeland Ave Felling of the Maple tree, collection, loading, and removal of branches, logs, and related debris located between the street and the house, leaving the area clean and orderly.	\$ 800.00
☑	Stump Grinding (Grinding Only) <i>Recommended</i> 811 Ridgeland Ave Grinding of the Maple stump, soil crown and any surface roots only located between the street and the house. No removal of grindings or site restoration included. Foley's is not responsible for damage to underground sprinklers, drain lines, septic systems, invisible fences, gas lines, or underground cables unless such systems are clearly and accurately marked by the customer, and a copy of the markings is provided to Foley's before or at the time the work is performed. Stump grinding is not completed at the time of tree removal. Unless otherwise stated, this service will be scheduled for a later date after all tree work has been completed.	\$ 200.00
☑	Full Service Stump Restoration <i>Recommended</i> 811 Ridgeland Ave Complete stump cleanup, including removal of grindings, filling the area with topsoil, and seeding to restore the site.	\$ 450.00
✓	Tree Take Down, Clean-up, and Removal <i>Included</i> 732 Ridgeland Ave Felling of all trees taller than 15 feet in height and all trees with potential to grow taller than 15 feet in height, collection, loading, and removal of branches, logs, and related debris starting with the Black Locust off the back left corner of 732 to include all trees within specification behind 732,734,736,738 and the Black Locust between 730 and the runway, stopping at the tree that has the dish attached, leaving the area clean and orderly. All stumps will be cut to within 4 inches of the ground and cut to the similar surrounding slope.	\$ 7,000.00



Legacy Tree Planting **Included**

\$ 600.00

811 Ridgeland Ave

Plant of a Japanese Lilac Legacy tree, including a topdressing of mulch and bark protector.

*This tree comes with a 1-year guarantee.



Tree Services - Scope of Work **Included**

\$ 3,450.00

732 Ridgeland Ave

Planting of 80 Raspberry stems consisting of 40 Boyne Raspberry stems and 40 Heritage Raspberry stems. Raspberry stems will be planted in between the slope and the airplane fence, staggered approximately 18 inches apart for 150 feet of total length to be planted.

A layer of mulch will be applied over the root system of the plants.

No guarantee is given on the survival of the Raspberry stems.

Please use the checkbox to mark items as accepted.

Buyer shall clearly mark all trees to be cut down. All underground tanks must be marked as well, as Foley's Tree Service, LLC is not responsible for repairs to unmarked systems per our Concealed Contingencies Terms.

Work to be performed according to ANSI A300 industry standards for tree care, unless noted otherwise.

Signature indicates understanding and acceptance of the terms and conditions of this Proposal, including those set forth on the back side hereof. The sole means of accepting this Proposal shall be by returning a copy signed by an authorized agent of Buyer with a down payment of 50% or via electronic acceptance.

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Ted Foley, Owner, ISA# WI-0979A

Office: 715-453-2407

ted@foleystreeservice.com

TERMS AND CONDITIONS OF PROPOSAL

TERMS

The terms and conditions set forth herein contain the entire agreement between Foley's Tree Service, LLC (Seller), and Buyer with respect to the subject matter hereof and supersede all prior, contemporaneous or collateral representations, agreements and/or understandings. Inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this Proposal have been made to Buyer. Acceptance of this Proposal by Seller, shall be deemed to constitute an agreement on the Buyer's part to the conditions hereof and supersedes all previous agreements.

TERMS OF PAYMENT

Unless otherwise provided in this Proposal, payment of fifty percent (50%) of the purchase price is due upon the signing of this Proposal. Payment of the remaining purchase price is due upon substantial completion of the work specified in the Proposal minus any portion of the work not completed due to delays as defined herein. Payment for the delayed portion of the work shall be due upon completion.

INTEREST Interest will be added to all overdue or otherwise delinquent accounts at the rate of 1.5% per month (18% per annum) or the maximum legal interest allowable if less. In addition, Buyer agrees to pay Seller's, reasonable attorney and/or collection fees and expenses, as permitted by law, if legal or collection action is necessary to enforce the terms of this Proposal, including but not limited to collecting payments, whether or not a lawsuit is filed. THERE WILL BE A \$50.00 CHARGE ON ALL RETURNED CHECKS.

ALTERATIONS OR ADDITIONAL WORK

Any alteration, deviation or additional work not specified within the Proposal must be agreed upon in writing and signed by Buyer and Seller will become an extra charge over and above the Proposal.

CANCELLATION OF ORDER

Orders acknowledged by Seller become binding contracts pursuant to the terms and conditions of this Proposal. Costs incurred as a result of cancellation of any acknowledged order make Buyer subject to charges for any and all costs incurred by Seller processing the order to the date of cancellation.

DELAYS

Seller will not be responsible for delays due to Buyer's request, shortages of material, fire, theft, vandalism, weather conditions, vendor or supplier performance, failure of suppliers to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond its control. Buyer shall pay Seller for all expenses incurred by Seller which arise out of delays, including delays caused by Buyer.

INDEMNIFICATION

Buyer warrants that all trees listed are located on Buyer's property, and if not, that Buyer has received full permission from the owner to allow Seller to perform the specific work. Should any tree be mistakenly identified as to ownership, Buyer agrees that Seller will not be held liable for any damages or costs incurred from the result. Buyer agrees to defend and hold Seller harmless against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys', experts' and witnesses' fees, and expenses incident to the same, for injuries to persons or property arising out of or in connection with Buyer misidentifying the ownership of any trees.

SAFETY

Seller warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. Buyer agrees to not enter the work area during arboricultural operations, unless authorized by the crew leader on-site.

CLEAN-UP

Clean-up shall include removing wood, brush, chips, and clippings and raking the entire area affected by the specified work, unless noted otherwise in the Proposal.

LAWN REPAIR

Seller will attempt to minimize all disturbances to Buyer's lawn. Lawn repairs are not included in the project price, unless noted otherwise in the Proposal.

STUMP REMOVAL

Unless otherwise provided in this Proposal, stump removal is not included in the project price, grindings from stump removal are not hauled, and surface and subsurface roots beyond the stump are not removed.

CONCEALED CONTINGENCIES

Any additional work or equipment required to complete the work caused by Buyer's failure to make known or caused by previously unknown foreign material in the trunk, the branches, or any other condition not apparent in estimating the work specified, shall be paid for by Buyer on a time and material basis at Seller standard rates. Seller is not responsible for damages to underground sprinklers, drain lines, septic systems, invisible fences, gas lines, or underground cables, unless the system(s) are adequately and accurately mapped by Buyer and a copy is presented to Seller before or at the time the work is performed.

WARRANTY

Except that all material is guaranteed to be as specified and all work will be performed in a workmanlike manner, no other warranty (whether express, implied, or statutory) is made by Seller. THE EXPRESS WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER SUCH WARRANTIES OR GUARANTIES ARE HEREBY DISCLAIMED BY SELLER.

LIMITATIONS AND REMEDIES -

THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER UNDER THIS CONTRACT IS THE REFUND OF THE AMOUNT OF MONEY PAID FOR SERVICES FOR ANY DEFECTS CAUSED BY SELLER (EXCEPT IN INSTANCES OF PERSONAL INJURY OR INJURY TO PROPERTY THAT MAY BE COVERED BY INSURANCE) AT ITS SOLE DISCRETION, FOR THE PERIOD OF NINETY DAYS FROM THE DATE OF THE FINAL INVOICE, PROVIDED BUYER SHALL NOTIFY SELLER IN WRITING OF SUCH DEFECT WITHIN SEVEN (7) DAYS OF DISCOVERY OF SUCH DEFECT. SUCH WRITING SHALL BE MAILED TO FOLEY'S TREE SERVICE, LLC AT N11541 ROBERTS RD. TOMAHAWK, WISCONSIN 54487. IN THE ABSENCE OF SUCH TIMELY NOTICE, BUYER SHALL BE BARRED FROM THE REMEDIES AS ALLOWED HEREIN, THE REMEDIES HEREIN PROVIDED BUYER AS TO REFUNDING SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. NO ACTION FOR THE ENFORCEMENT OF THE REMEDIES SET FORTH HEREIN SHALL BE COMMENCED MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED FOR THE ENFORCEMENT OF SUCH REMEDIES.

CHOICE OF LAW FORUM -

Any action arising out of or related to the transactions identified by this Proposal shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law's provisions wherever contained. As permitted by law, the parties agree that any litigation shall be conducted exclusively in the Lincoln County Circuit Court located in Merrill, Wisconsin, without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non-convenience) to such forum.

SEVERABILITY -

If any section (or part of a section) hereof is found to be unenforceable in each additional proceeding, then the remainder shall continue in full force and effect as if the unenforceable section (or part thereof) did not exist.

CONSTRUCTION LIEN RIGHTS -

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW FOLEY'S TREE SERVICE, LLC (CLAIMANT) HEREBY NOTIFIES BUYER (OWNER), THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDER-SIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER, OR THOSE WHO GIVE THE BUYER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND ITS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ANSI A300 TREE CARE STANDARD DEFINITIONS -

The following definitions apply to specifications detained in this Proposal:

- a. "Clean" shall mean selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches, one-inch diameter or greater, throughout the entire crown, unless otherwise provided in this Proposal.
- b. "Crown" shall mean the leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
- c. "Leader" shall mean the dominant or co-dominant upright stem.
- d. "Raise" shall mean selective pruning to provide vertical clearance.
- e. "Reduce" shall mean selective pruning to decrease height and/or spread by removing specified branches.
- f. "Restore" shall mean selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- g. "Thin" shall mean selective pruning to reduce density of live branches, usually by removing entire branches.
- h. "Vista Pruning" shall mean selective pruning to allow a specific view, usually by creating view windows through the tree's crown.

On date of acceptance and down payment your job will be considered started and will be completed within six months.

AIRSPACE OBSTRUCTION REMOVAL AGREEMENT

This Airspace Obstruction Removal Agreement (“**Agreement**”) is entered into as of the ___ day of _____, 2026, by and between:

City of Wausau, a Wisconsin municipal corporation, with offices located at 407 Grant Street, Wausau, WI (“**City**”),

and

SCHOFIELD RIDGELAND LEGACY LLC, a limited liability company, with apartment buildings located at 724 and 732 Ridgeland Avenue, Schofield, WI (“**Owner**”).

The City and Owner may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. RECITALS

WHEREAS, the City owns and operates the **Wausau Downtown Airport** (“**Airport**”), a public-use airport subject to applicable Federal Aviation Administration (“**FAA**”) regulations and safety standards; and

WHEREAS, Owner owns or controls certain real property located near the Airport at 724 and 732 Ridgeland Avenue, Schoefield, WI and

WHEREAS, certain existing vegetation on the Property penetrates the navigable airspace or safety areas associated with the Airport (“**Obstructions**”); and

WHEREAS, the Parties desire to establish their respective rights and responsibilities regarding the identification, removal, mitigation, and prevention of such Obstructions in order to protect the safety and continued operation of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. PURPOSE

The purpose of this Agreement is to provide for the removal, mitigation, or prevention of Obstructions affecting the airspace of the Wausau Downtown Airport and to define the responsibilities of the City and the Owner with respect to such actions.

3. IDENTIFICATION OF OBSTRUCTIONS

3.1 The Obstructions subject to this Agreement include trees that penetrate FAA-defined imaginary surfaces or otherwise interfere with safe aircraft operations.

3.2 Obstructions may be identified through FAA studies, airport surveys, or inspections conducted or commissioned by the City.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the City of Wausau

The City shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Identify and document Obstructions affecting Airport airspace;
 - b. Provide notice to Owner of identified Obstructions subject to this Agreement;
 - c. Coordinate access to the Property, if necessary, subject to reasonable notice and Owner's consent;
 - d. Procure the services required to remove the Obstructions. The stumps will remain in place.
 - e. Procure the services required to install replacement plantings consisting of: 80 (eighty) raspberry plants along the western edges of the affected parcels.
 - f. Maintain records related to Obstruction removal performed under this Agreement.
-

4.2 Responsibilities of SCHOFIELD RIDGELAND LEGACY LLC

Owner shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Permit the removal of identified Obstructions on the Property, as shown in **Exhibit A**;
 - b. Refrain from allowing future vegetation on the Property that would create new Obstructions;
 - c. Provide reasonable access to the Property for purposes related to this Agreement, subject to mutually agreed conditions;
-

5. COSTS AND COMPENSATION

The City is responsible for costs associated with removal of the Obstructions and associated debris; and for installation of the replacement plantings.

6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification by SCHOFIELD RIDGELAND LEGACY LLC

To the fullest extent permitted by law, **SCHOFIELD RIDGELAND LEGACY LLC shall indemnify, defend, and hold harmless the City of Wausau, its elected officials, officers, employees, agents, and volunteers**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. Owner's acts or omissions in connection with this Agreement;
 - b. Owner's ownership, use, or condition of the Property;
 - c. The removal, trimming, or mitigation of Obstructions on the Property, except to the extent caused by the negligent or wrongful acts or omissions of the City.
-

6.2 Indemnification by the City of Wausau

To the fullest extent permitted by law, **the City of Wausau shall indemnify, defend, and hold harmless SCHOFIELD RIDGELAND LEGACY LLC, its members, managers, officers, employees, and agents**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. The City's negligent or wrongful acts or omissions in connection with this Agreement;
 - b. Activities conducted by the City or its contractors on the Property pursuant to this Agreement, except to the extent caused by the negligent or wrongful acts or omissions of the Owner.
-

6.3 Limitation of Liability

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under Wisconsin law, including but not limited to **Wisconsin Statutes § 893.80** or other applicable provisions.

6.4 Survival

The obligations under this Section 6 shall **survive the termination or expiration** of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall become effective on the date first written above and shall remain in effect until the Parties' responsibilities are fulfilled, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.

7.2 Termination shall not relieve either Party of obligations accrued prior to termination.

8. MISCELLANEOUS

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
 - b. **Amendments:** Any amendment must be in writing and signed by both Parties.
 - c. **Entire Agreement:** This document constitutes the entire agreement between the Parties regarding the subject matter herein.
 - d. **Severability:** If any provision is held invalid, the remaining provisions shall remain in full force and effect.
-

9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WAUSAU

By: _____

Name: _____

Title: _____

Date: _____

SCHOFIELD RIDGELAND LEGACY LLC

By: _____

Name: _____

Title: _____

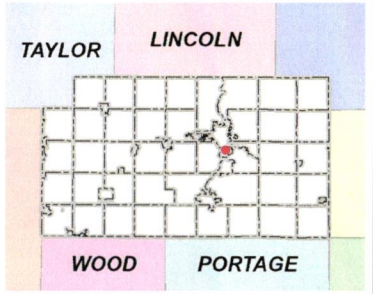
Date: _____



Land Information Mapping System



Remove all vegetation greater than 10' in height from 724 and 732 Ridgeland Ave



- Legend**
- Road Names
 - Parcels
 - Parcel Lot Lines
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Named Places
 - Municipalities
 - 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

AIRSPACE OBSTRUCTION REMOVAL AGREEMENT

This Airspace Obstruction Removal Agreement (“**Agreement**”) is entered into as of the ___ day of _____, 2026, by and between:

City of Wausau, a Wisconsin municipal corporation, with offices located at 407 Grant Street, Wausau, WI (“**City**”),

and

Zachary Lange, an individual, with a private residence located at 811 Ridgeland Avenue, Schofield, WI (“**Owner**”).

The City and Owner may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. RECITALS

WHEREAS, the City owns and operates the **Wausau Downtown Airport** (“**Airport**”), a public-use airport subject to applicable Federal Aviation Administration (“**FAA**”) regulations and safety standards; and

WHEREAS, Owner owns or controls certain real property located near the Airport at 811 Ridgeland Avenue, Schofield, WI and

WHEREAS, certain existing vegetation on the Property penetrates the navigable airspace or safety areas associated with the Airport (“**Obstructions**”); and

WHEREAS, the Parties desire to establish their respective rights and responsibilities regarding the identification, removal, mitigation, and prevention of such Obstructions in order to protect the safety and continued operation of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. PURPOSE

The purpose of this Agreement is to provide for the removal, mitigation, or prevention of Obstructions affecting the airspace of the Wausau Downtown Airport and to define the responsibilities of the City and the Owner with respect to such actions.

3. IDENTIFICATION OF OBSTRUCTIONS

3.1 The Obstructions subject to this Agreement include trees that penetrate FAA-defined imaginary surfaces or otherwise interfere with safe aircraft operations.

3.2 Obstructions may be identified through FAA studies, airport surveys, or inspections conducted or commissioned by the City.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the City of Wausau

The City shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Identify and document Obstructions affecting Airport airspace;
 - b. Provide notice to Owner of identified Obstructions subject to this Agreement;
 - c. Coordinate access to the Property, if necessary, subject to reasonable notice and Owner's consent;
 - d. Procure the services required to remove the Obstructions;
 - e. Procure the services required to install a replacement planting consisting of: one (1) Japanese Lilac tree;
 - f. Maintain records related to Obstruction removal performed under this Agreement.
-

4.2 Responsibilities of Zachary Lange

Owner shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Permit the removal of identified Obstructions on the Property, as shown in **Exhibit A**;
 - b. Refrain from allowing future vegetation on the Property that would create new Obstructions;
 - c. Provide reasonable access to the Property for purposes related to this Agreement, subject to mutually agreed conditions;
-

5. COSTS AND COMPENSATION

The City is responsible for costs associated with removal of the Obstructions, stump, and associated debris; lawn restoration in the area of the stump removal; and for installation of the replacement planting.

6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification by Zachary Lange

To the fullest extent permitted by law, **Zachary Lange shall indemnify, defend, and hold harmless the City of Wausau, its elected officials, officers, employees, agents, and volunteers**, from and against any and all claims,

demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. Owner's acts or omissions in connection with this Agreement;
 - b. Owner's ownership, use, or condition of the Property;
 - c. The removal, trimming, or mitigation of Obstructions on the Property, except to the extent caused by the negligent or wrongful acts or omissions of the City.
-

6.2 Indemnification by the City of Wausau

To the fullest extent permitted by law, **the City of Wausau shall indemnify, defend, and hold harmless Zachary Lange**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. The City's negligent or wrongful acts or omissions in connection with this Agreement;
 - b. Activities conducted by the City or its contractors on the Property pursuant to this Agreement, except to the extent caused by the negligent or wrongful acts or omissions of the Owner.
-

6.3 Limitation of Liability

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under Wisconsin law, including but not limited to **Wisconsin Statutes § 893.80** or other applicable provisions.

6.4 Survival

The obligations under this Section 6 shall **survive the termination or expiration** of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall become effective on the date first written above and shall remain in effect until the Parties' responsibilities are fulfilled, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.

7.2 Termination shall not relieve either Party of obligations accrued prior to termination.

8. MISCELLANEOUS

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
 - b. **Amendments:** Any amendment must be in writing and signed by both Parties.
 - c. **Entire Agreement:** This document constitutes the entire agreement between the Parties regarding the subject matter herein.
 - d. **Severability:** If any provision is held invalid, the remaining provisions shall remain in full force and effect.
-

9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WAUSAU

By: _____

Name: _____

Title: _____

Date: _____

Zachary Lange

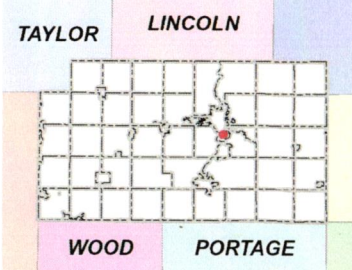
By: _____

Name: _____

Date: _____

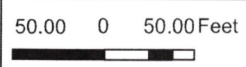


Land Information Mapping System



Remove this tall deciduous tree from 811 Ridgeland Ave

- Legend**
- Road Names
 - Parcels
 - Parcel Lot Lines
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Named Places
 - Municipalities
 - 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Vincent R. Bonino
Assistant City Attorney

STAFF MEMO

TO: Finance Committee Members

FROM: Vincent R. Bonino, Assistant City Attorney

VB

DATE: March 2, 2026

RE: Residential Solid Waste and Recycling Service Agreement

Purpose:

An Agreement with Harter's Fox Valley Disposal LLC ("Harter's") for solid waste and recycling collection services.

Background:

The City currently has a Residential Solid Waste and Recycling Service Agreement with Harter's, which expires March 31, 2026. In anticipation of Agreement's expiration, the City made a request for proposals for solid waste and recyclable collection services. Upon review of the submitted proposals, the City awarded Harter's the contract and directed City staff to enter into negotiations with Harter's to establish the terms of the new agreement. The Agreement presented herein is the result of those negotiations and reflects the mutually agreed upon terms for Harter's to continue to provide residential solid waste and recycling services.

Recommendation:

Approval.

RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "City" and Harter's Fox Valley Disposal LLC, hereinafter referred to as "Contractor."

WHEREAS, City provides residential solid waste and recyclable collection services to its citizens and Contractor is in the business of providing such residential solid waste and recyclable collection services; and

WHEREAS, the granting of an exclusive Agreement to a private company for the collection, transportation, and disposal of solid waste and recyclables is a valid function of City authority to act for the government and good order of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which Contractor shall have an exclusive Agreement for the period of time specified herein for the collection of solid waste and recyclables; and,

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste and recyclable collection and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions. For purposes of this Agreement the definitions of City of Wausau, WI, Ord. § 6.44.010 are hereby adopted and incorporated by reference as amended from time to time.

2.0. Services Provided. Contractor shall collect and dispose of Residential Solid Waste and Recyclables from every Residential Unit located within the City in an efficient manner with emphasis on providing quality customer service to the residents of the City of Wausau. Contractor shall also collect and dispose of Solid Waste and Recyclables from City Facilities. Title to Residential Solid Waste, Solid Waste, and Recyclables shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

2.1. Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Unit at Curbside one (1) time per week. All Residential Solid Waste collected by Contractor shall be delivered to Wisconsin DNR licensed and approved landfill. The rates paid to Contractor for such collection is as set forth in Section 6 below.

2.2. Recyclables. Contractor shall collect Single Stream Recyclables that are timely placed in a Cart from each Residential Unit at Curbside biweekly on the same day as Residential Solid Waste collection. Contractor shall collect Single Stream Recyclables from City Facilities on the days and as provided in the schedule set forth on Exhibit 1. Contractor shall cause the delivery of all Recyclables to a Department licensed and self-certified material recovery facility. The rates paid to Contractor for such collection is as set forth in Section 6 below.

2.3. Solid Waste at City Facilities. Contractor shall collect Solid Waste from City Facilities according to the schedule set forth on Exhibit 1. Rates for Solid Waste collection and Recyclables from City Facilities for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on April 1 of each year thereafter by not more than the CPI for the Midwest Region All Items index. The City shall be invoiced monthly for such services with the invoice detailing each specific facility location and cost. The City may amend Exhibit 1 from time to time by providing Contractor 30 days' written notice stating which facilities are to be added or removed from Exhibit 1. Any amendment shall become effective upon the expiration of the 30 days' notice. Prior to the effective date of the amended Exhibit 1, Contractor shall update Exhibit 2 to reflect any corresponding changes in costs for facilities or locations added or removed.

2.3.1. Downtown Public Refuse and Recycling. Contractor shall collect Solid Waste from the City containers located within the Westside Business District and the Eastside Downtown District (the "Downtown Districts") as identified on Exhibit X. Rates for Solid Waste collection from for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on April 1 of each year thereafter by not more than the CPI for the Midwest Region All Items Index. The City shall be invoiced monthly for such services.

2.4. Collections.

2.4.1. Time. Collection of Residential Solid Waste and Recyclables shall begin no earlier than 5:45 a.m. and shall be completed no later than 6:00 p.m. Collection shall be performed Monday through Friday and only on Saturday in the event Contractor is responding to a complaint at a Residential Unit, extraordinary weather conditions, or Holiday adjustments.

2.4.2. Holidays. The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. During the week of a Holiday, if the normally scheduled collection day falls on or after the Holiday, the Contractor shall provide collection services on the next business day.

2.4.3. Manner of Collection. Contractor shall make collections with minimal noise and disturbance. Contractor shall ensure that no Solid Waste, Residential Solid Waste, or Recyclable spilled during the collection process or any containers or Carts are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

2.4.4 Delay of Collection. In the event of weather conditions, equipment failure, or other causes that delay or necessitate a change of collection schedule, the Contractor shall notify the City of Wausau, Director of Public Works within thirty (30) minutes of its determination that such delay or schedule change will occur.

2.5. Collection Routes; Modifications. Contractor shall provide the City within thirty (30) days of execution of this Agreement a collection schedule and route plan for services provided under this Agreement. Such schedule and route plan shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Contractor shall, at no additional expense to City, notify all Residential Units within the collection area of any change in the days of collection, including those changes occurring as a result of a Holiday, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least thirty (30) days prior to Contractor issuing a notice of schedule or route change, said notice shall be sent to City for review and approval, such approval not to be unreasonably withheld; provided, however, during the initial implementation period of this Agreement, from March 1, 2026 to April 30, 2026, the Contractor may make changes to the schedule and route plan subject to the approval of the City upon five (5) days written notice to the City.

2.6. Customer Obligations. Contractor shall not be required to collect any Residential Solid Waste or Recyclables if such Residential Solid Waste or Recyclables have not been deposited in the appropriate Cart and timely placed at Curbside in accordance with this Agreement. Notwithstanding the foregoing, Contractor acknowledges, however, as a result of alleyways or other tight spaces, or where the number of Carts to be placed for collection are too great for the available area, access by Contractor's automated trucks to a minor number of Residential Units may be impractical or infeasible and Contractor shall provide manual collection for these Residential Units. Contractor has the right to refuse to collect all Unacceptable Waste.

2.6.1. Residential Disabled Roll Out Service. For Residential Units with customers who qualify for roll out service, Carts shall be placed outside, in an accessible area, with a pathway to the roadway clear of any snow or ice on collection day. Contractor shall retrieve the carts, empty the contents, and return the Carts to their original location at no additional cost to the City. The City shall provide a list of addresses to Contractor of customers who qualify for roll out service and the City shall promptly update the Contractor of any additional Residential Units that are approved for roll out service.

2.7. Carts. Contractor previously provided one (1) sixty five (65) (or the nearest equivalent depending upon the manufacturer) gallon Residential Solid Waste Cart and

one (1) ninety five (95) (or the nearest equivalent depending upon the manufacturer) gallon Recyclables Cart to each Residential Unit. Contractor shall provide the same size and number of carts to Residential Units previously not provided Carts. Carts required to be provided under this Agreement shall be provided at Contractor's expense. Contractor shall attach educational materials to the top of each Cart upon delivery of the Cart. The educational materials will be provided to Contractor by the City at no cost to Contractor. The Cart body color will be universal for all Carts with a lid color to vary in order to distinguish between Residential Solid Waste Carts and Recyclable Carts.

2.7.1 Cart Inventory. Contractor shall update and provide to City, the inventory and electronic database of the Cart sizes, Cart barcode number and corresponding address of all Carts delivered prior to the execution of this Agreement by August 30, 2026. Contractor shall provide City with an updated annual report for the previous calendar year by February 1, of the Cart sizes, bar code number and corresponding address. Contractor shall maintain, repair or replace Carts as needed, at its expense, throughout the term of this Agreement.

2.7.2. General. Each Residential Unit has the responsibility to properly use and safeguard Contractor's carts. Contractor shall have the right to charge a Residential Unit customer One Hundred and Fifteen No/100 Dollars per Cart (including delivery fee) for the cost of replacement of any Cart if such replacement is required as a result of abuse, misuse, damage, fire, or theft. Upon the initial delivery of Carts to a Residential Unit, a customer at such Residential Unit shall not be permitted to exchange the delivered Residential Solid Waste Cart for a different size for a ninety (90) day period.

2.7.3 Cart Size Changes. Cart size changes will be limited to one change per year for each Residential Unit. Contractor shall have the right to charge a customer at a Residential Unit requesting a change in Cart size a one-time fee of Twenty Five and No/100 Dollars (\$25.00). In addition, Residential Units electing a ninety five (95) gallon Residential Solid Waste Cart shall be obligated to pay the contractor Thirty Five and No/100 Dollars (\$35.00) annually. The Contractor shall receive no compensation from the City for any change in Cart size requested by a customer at a Residential Unit.

2.7.4. Additional Carts. Customers at Residential Units may request additional Carts beyond the two (2) Carts to be provided under this Agreement. Customers at Residential Units requesting such additional Carts shall make arrangements for collection of Residential Solid Waste or Recyclables from such extra Carts directly with Contractor and shall be billed by and pay the collection rates for such additional Cart collection and the cost of any additional Carts directly to Contractor as set forth in Exhibit 3. The Contractor shall receive no compensation from the City for any collection service due to additional Carts.

2.7.5 Location of Carts for Collection. The City shall require occupants of each Residential Unit to place Carts Curbside for collection service or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four (4) feet away from obstructions. The City shall require the occupants of each Residential Unit not accessible to automated collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor may decline to collect any Residential Solid Waste or Recyclables not placed in the Cart.

2.8. Customer Service; Complaints; Missed Collections.

Contractor shall furnish each Residential Unit with instructions for contacting Contractor by local telephone or through email correspondence for information or for service complaints and maintain staff to respond to such telephone calls or email correspondence during normal business hours. Contractor shall also maintain a public web page containing such contact information. Contractor shall receive directly through such local telephone or email correspondence, and shall respond to, complaints on missed collection, container damage, spillage and the like. All complaints regarding missed collection shall be responded to within thirty-six (36) hours of the complaint; all other complaints shall be resolved in a timely and reasonable manner. All complaints shall be given courteous attention.

2.9. Recordkeeping.

2.9.1. Recycling Reports. Contractor shall provide City with copies of contracts it maintains for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected which it shall provide quarterly to the City. Contractor shall further provide, on a monthly basis, a list of all households whose recyclable material was in an unacceptable condition.

2.9.2. Ordinance Compliance. Contractor shall provide a report to City of all those Residential Units of which it is aware that are not in compliance with the terms of City ordinances relating to Residential Solid Waste and Recyclable disposal and Contractor shall cooperate with City in all such enforcement activity.

2.10. Equipment; Personnel.

2.10.1. Equipment. Contractor shall furnish and provide adequate number of motor vehicles, apparatus, and equipment as necessary to perform the services required under this Agreement at Contractor's sole expense. All collection vehicles and equipment shall be in good repair, normal wear and tear excepted, clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface and loud squealing brake noise shall be investigated and repaired to minimize complaints. Each collection vehicle shall have clearly visible

on each side the identity and local telephone number of the Contractor. All Residential Solid Waste and Recyclables collected and hauled by Contractor shall be contained, tied, covered, or enclosed to prevent leaking, spilling, or blowing.

2.10.2. Personnel. Contractor shall provide adequate number of qualified personnel as necessary to perform the services required under this Agreement at Contractor's sole expense. Contractor shall have sole control over its employees and be solely responsible for their supervision and pay. Every Contractor employee who operates a vehicle in connection with the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license permitting operation of the type of vehicle the driver is operating. Contractor shall provide operating and safety training for all personnel. Contractor shall furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, Contractor shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973.

2.11. Compliance with Rules. Contractor shall, without expense to City, comply with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies, as well as the giving of notices, applicable to the performance of the services under this Agreement. Contractor shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.

2.12. Licenses, Fees and Permits. Contractor shall secure and pay for and shall maintain during the term of this Agreement any and all federal, state and local licenses and permits required in order to perform the required services under this Agreement.

3.0. Optional Services.

3.1. Yard Waste. Contractor shall annually make available to all Residential Units an optional Curbside Yard Waste collection service. The service shall be available from mid-April through the end of October. Collection and proper management of Yard Waste shall be provided by the Contractor with automated ninety five (95) gallon Carts which are separate from those provided under Section 2.7. Customers at Residential Units requesting Yard Waste service shall be billed directly by the Contractor based upon the fee schedule set forth on Exhibit 4. The Contractor shall receive no compensation from the City for any Yard Waste service.

3.2 Bulk Items. Contractor shall make available to all Residential Units at a reasonable rate, at least one (1) monthly collection of Bulk items, Major Appliances, and Electronic

Devices at the request of a customer at a Residential Unit based upon the fee schedule set forth on Exhibit 5. Customers at Residential Units requesting Bulk Item collection shall be billed directly by the Contractor for such services. The Contractor shall receive no compensation from the City for any Bulk Item collection service.

3.3. Annual Spring Bulk Item Collection. The City has the option upon twenty one (21) days' written notice to Contractor to notify Contractor that the City will be performing a two week springtime Bulk Item, Major Appliance and Electronic Devices collection from all Residential Units, the timing of which shall be scheduled at the sole option of the City. This collection is in addition to the Bulk Item collection set forth in Section 3.2. Items for the springtime Bulk Item and Major Appliance collection shall be collected by the City or dropped off by residents to the City's Department of Public Works (DPW) site. The Contractor shall place up to six (6) forty (40) cubic yard roll-off containers in the DPW site yard to be filled by City employees. Placement of the roll off containers shall be coordinated between Contractor and City employees. Such roll-off containers must permit the City to fill the roll-off containers with an excavator fitted with a grapple. Contractor shall deliver approximately four (4) to six (6) roll-off containers per day for the two week collection period from the DPW site to the Marathon County Landfill. The roll-off containers shall be delivered to the DPW site the week before the springtime Bulk Item and Major Appliance is to begin. Landfill tipping fees will be paid directly by the City to the Marathon County Landfill. The City will compensate the Contractor for each forty (40) cubic yard container dump based upon the fee schedule set forth in Exhibit 6.

4.0. Insurance. Contractor shall, at its sole expense, maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the Agreement, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability with a coverage limit not less than \$5,000,000.00 and \$5,000,000.00 annual aggregate.

Auto Liability for bodily injury and property damage with the broad form pollution endorsement, with a coverage limit not less than \$2,000,000.00 per occurrence.

Environmental Impairment Liability or Pollution Liability with a coverage limit of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

5.0. Indemnification. Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City; its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the Agreement.

6.0. Compensation for Residential Solid Waste and Recyclables.

6.1. Base. Contractor shall receive monthly compensation based upon the unit rate and fee schedule set forth in Exhibit 7. The unit rate includes the cost of all landfill tipping fees and related federal and state taxes, all of which are to be paid by Contractor at its sole cost and expense. A final Residential Unit count shall be performed based upon the actual number of Residential Units at the time of implementation of this Agreement and the City shall be invoiced and billed monthly for services for the first full year of this Agreement based upon such final Residential Unit count. Additions or subtractions to the number of Residential Units shall be made as provided below. The per unit rate(s) shall be charged based upon the actual Residential Unit count and size of Carts delivered to Residential Units upon implementation of this Agreement and adjustments shall be made as provided below:

6.1.1. The Residential Unit count shall thereafter be adjusted annually, effective April 1 of each subsequent contract year for the duration of this Agreement as follows: increases shall be made for Residential Units annexed into the City and for newly constructed Residential Units as determined on the basis of the City Department of Public Works, Division of Inspections and Zoning records of new construction permits issued between January 2 of the preceding year and January 2 of the adjustment year. Decreases shall be made as a result of Residential Unit demolitions as determined by the same records and for the same period.

6.1.2. Additions or subtractions of Residential Units may occur effective the first full month following an annexation or detachment of ten (10) or more Residential Units notwithstanding the provisions of subsection 6.1.1.

6.1.3. The Contractor and City shall make good faith effort to reconcile Residential Unit changes to the Cart additions and deletions.

6.1.4. The unit rate for the Residential Solid Waste Collection and Recyclables shall be adjusted automatically based upon the fee schedule set forth in Exhibit 7.

6.2. Fuel Surcharge. For purposes of this Agreement, the base cost of diesel gas is established at Four and no/100 Dollars (\$4.00). The contractor shall provide documentation in form of supplier invoices to substantiate each assessment of the fuel surcharge. The surcharge shall be assessed monthly, equal to 1/2% of the monthly invoice for every whole ten cent (\$.10) increase.

7.0 Exclusivity. So long as Contractor is not in default under this Agreement, City will not enter into any agreement or understanding with any other person or entity for performance of the services contemplated hereby during the term hereof. If the City wishes to add services which are not within the scope of this Agreement but which Contractor may consider offering, the City shall first negotiate in good faith with Contractor for provision of such additional services before negotiating with third parties, but the City shall not be in violation of this subsection for negotiating with third parties for such additional services.

8.0. Term. The term of this Agreement shall be for ten (10) years beginning on April 1, 2026, and ending on March 31, 2036, unless otherwise terminated as provided in Section 9.

To the extent authorized by the City Common Council, the City shall have an option to renew this Agreement upon the same terms and conditions, for an additional ten (10) year term or any lesser period as the City Common Council shall deem reasonable, by providing the Contractor with a written notice of intent to extend no later than June 1 2035.

9.0. Termination. The following shall constitute events of default:

9.1. Default. This Agreement may be terminated by either party for failure by the other party to perform any material obligation under the terms of this Agreement, upon sixty (60) days written notice specifying the nature of such default or failure. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days.

9.2 Unsatisfactory Performance. City may terminate this Agreement for unsatisfactory performance upon sixty (60) days written notice to Contractor. Unsatisfactory service shall include, but not be limited to consistent or recurring failure to provide timely collection, omission of collection, failure to leave collection sites in good order, delivery of recyclables to landfills, or a failure to provide a regular and accurate accounting for the disposal of Residential Solid Waste or Recyclables or similar deviations from the requirements of the Agreement. Termination shall not become effective if the Contractor remedies or cures the default within thirty (30) days.

9.3. Insolvency and Bankruptcy. Contractor becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.4. Rights are Cumulative. The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

9.5 Right in Contractor's Equipment.

9.5.1. Possession of Equipment and Carts. In the event this Agreement shall be terminated by mutual consent, or default by Contractor in the performance thereof, City shall have the option, at its discretion, of taking immediate possession and control of all equipment and Carts of every nature or kind used or useful in the performance of this Agreement and to use such equipment and Carts or make them available to another contractor in the continued performance of services similar to those provided under this Agreement. City shall pay the reasonable value of such equipment and Carts, less encumbrances, as mutually agreed to between City and Contractor. It is the express intention of this provision to enable the City to continuously perform the services provided for under this Agreement by the use of Contractor's equipment and Carts for the reason that the equipment and Carts are specialized in nature and not readily obtainable by the City and such services are an essential public service which must not be interrupted.

9.5.2. Arbitration. In the event the City and Contractor cannot agree to the reasonable value of equipment and Carts, the reasonable value shall be determined by arbitration between the parties hereto, such arbitration to be accomplished by the City selecting one individual, Contractor selecting another, and the two so chosen, selecting a third. Such panel of arbitrators shall then determine the reasonable value of the equipment and Carts which shall be paid by the City to the Contractor as full and complete payment for such equipment and Carts. The decision of the panel of arbitrators shall be made within five (5) days after its appointment. The value determined by arbitration shall be final. Upon the award and decision of the panel of arbitrators as set forth herein, the City shall have the right of either accepting or rejecting such award and decision. Upon rejection, the equipment and Carts shall be immediately redelivered to Contractor. Each party shall pay one half of the expense of arbitration.

10. Miscellaneous.

10.1. Amendments. No modification, waiver or amendment of this Agreement shall be binding unless in writing and signed by or on behalf of the parties, unless said amendment or modification is specifically authorized in another section of this Agreement.

10.2. Authority to Contract. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

10.3. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered in person, sent by a nationally recognized overnight delivery service, or certified U.S. mail, postage prepaid as follows:

City:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783.

Contractor:

Harter's Fox Valley Disposal LLC
169901 Ringle Avenue
Ringle, WI 54471

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

10.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

10.5. Survival. All representations, indemnifications, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations, will survive any payment, final or otherwise, and termination or expiration of this Agreement.

10.6. Severability. If any portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

10.7. Entire Agreement. This Agreement, together with any Exhibits, constitutes the entire agreement between the parties hereto and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10.8. Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

10.9. Assignment. Neither party may assign this Agreement or any of the services provided under this Agreement without the express written approval of the other party.

The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council.

10.10. Force Majeure. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

10.11. Independent Contractor. Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. Contractor shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to Contractor's personnel.

10.12. Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall in no way be construed to be a material part of this Agreement.

10.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.14. Public Records Law. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31-19.39.

11.0. Performance Bond. Contractor shall provide the City, in order to assure performance of the Agreement during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this Agreement. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City. Such a bond shall be maintained during the entire duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WAUSAU, WISCONSIN

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____

DRAFT

CITY FACILITIES

CITY HALL		
Recycling	Twice a Week	8 - 95 Gallon Containers
Trash	Twice a Week	1 - 2 Yd Dumpster
PUBLIC SAFETY BUILDING		
Garbage Pickup	Twice a Week	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 95 Gallon Container
WATER UTILITY		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 95 Gallon Container
DEPARTMENT OF PUBLIC WORKS		
Garbage Pickup	Weekly	2 - 6 Yard Dumpster
Recycling	Weekly	1 - 6 Yard Dumpster
ELECTRICAL DEPARTMENT		
Garbage Pickup	Weekly	1 - 4 Yard Dumpster
Recycling	Weekly	1 - 4 Yard Dumpster
YARD WASTE SITE		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Recycling	Weekly	1 - 6 Yard Dumpster
CENTRAL FIRE STATION		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
FIRE STATION #2		
Garbage Pickup	Weekly	1 - 95 Gallon Container
Recycling	Every Two Weeks	2 - 95 Gallon Container
FIRE STATION #3		
Garbage Pickup	Weekly	1 - 95 Gallon Container
Recycling	Every Two Weeks	2 - 95 Gallon Container
WASTEWATER UTILITY		
Garbage Pickup	Twice Weekly	3 - 4 Yard Dumpster
Garbage Pickup	Twice Weekly	2 - 2 Yard Dumpster
Garbage Pickup	Twice Weekly	1 - 6 Yard Dumpster
Recycling	Every Two Weeks	1 - 95 Gallon Container
AIRPORT		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Recycling	Weekly	1 - 4 Yard Dumpster
TRANSIT		
Garbage Pickup	Twice weekly	1 - 4 Yard Container
Cardboard Recycling	On Call	1 - 4 Yard Container
UW Marthon County Campus		
Various locations	Once or Twice Weekly	4 - 2 yard Dumpsters 2-6 yard Dumpsters 2- 4 yard Dumpsters 6 -95Gallon Carts

CITY OF WAUSAU

CITY FACILITIES

Provide the *monthly fee schedule* for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2026 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
95 Gallon	6	12	18	5	10	15
.5 Yard	6	12	18	5	10	15
1 Yard	70	125	180	50	80	110
2 Yard	70	125	180	50	80	110
3 Yard	NA	NA	NA	NA	NA	NA
4 Yard	95	175	255	60	90	120
6 Yard	125	225	325	75	110	145

Detail annual future cost increases if any: Annual CPI each April 1st

DOWNTOWN PUBLIC REFUSE AND RECYCLING CONTAINERS

Westside business district has about 7 containers located on/near 2nd Avenue. Weekly pick up is desired. Eastside downtown district has about 40 containers. The quantities may be adjusted after the new streets open. Pick up is twice a week during the summer/fall event season including Thursday pick up after Concerts on the Square. Additional pick up may be necessary. Monthly pick up is acceptable during winter months. Many are located on one way streets. Current practice is for hauler to collect early morning. Cones/barricade is set by hauler to prevent vehicle traffic during collection. Collection occurs with automated truck.

Monthly charge per container \$21.50

Detail annual future cost increases if any: Annual CPI each April 1st

CITY OF WAUSAU

#UNKNOWN!

EXTRA CART SERVICES

Extra Cart service arranged directly between the customer and contractor.

Year	Monthly Unit Rate	Annual Rate
2026	Refuse (weekly collection)	65.00/year 65gal
	Recycling (bi-weekly collection)	45.00/year 95gal
	Total	\$ -

CITY OF WAUSAU

SEASONAL YARD WASTE WEEKLY CURBSIDE COLLECTION SUBSCRIPTION SERVICE

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2026 and shall include cart delivery and pickup, rental, collection and recycling of the yard waste.

Length of Season	<u>7 months</u>
2026	<u>162.75/season</u>

The length of these services will ultimately coincide with the contract term. This service may or may not be utilized.

CITY OF WAUSAU

BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pickup at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	50
Love Seat	50
Upholestered Chair	50
Rocker Recliner	50
Mattress	50
Box Springs	50
Dining Table and Chairs	50
Refrigerator	85
Stove	50
Dishwasher	50
Washer	50
Dryer	50
Microwave	50
Lumber	50
Tire	50
Snowblower	50
Lawnmower - Push	50
Lawnmower - Riding	150
Outdoor Play Equipment - Disasser	150
Computer	85
TV - Large Screen	150
TV	85

CITY OF WAUSAU

RATE 40 CUBIC YARD ROLL-OFF CONTAINERS

Contractor to provide an inclusive cost of one 40 cubic yard container rental. City to pay garbage costs directly to Marathon County Landfill.

40 cubic yard container rental and transportation to Marathon County Landfill

2026

\$175/dump

Detail annual future cost increases if any: Annual CPI each April 1st

The length of these services will ultimately coincide with the contract term.
This service may or may not be utilized.

CITY OF WAUSAU



**AUTOMATED REFUSE AND RECYCLING - CONTRACTOR
PURCHASES CARTS (disposal costs included)**

SEVEN YEAR QUOTE			
Year	Monthly Unit Rate	Cart Size	Monthly Rate
2026	Refuse (weekly collection)	65 Gal Cart	\$7.65
	Recycling (bi-weekly collection)	95 Gal Cart	\$3.85
	Total		\$ 11.50

Annual increase on April 1 based upon CPI for the Midwest Region, All Items Index.

- Disposal Included in Quote (check to confirm)
- Cart cost Included in Quote (check to confirm)

DISABLED ROLL OUT SERVICES

Year	Monthly Rate	\$ included in the base cost
2026		

Detail annual future cost increases: No additional cost for this service

CHRISTMAS TREE COLLECTION PLAN - (costs included above)

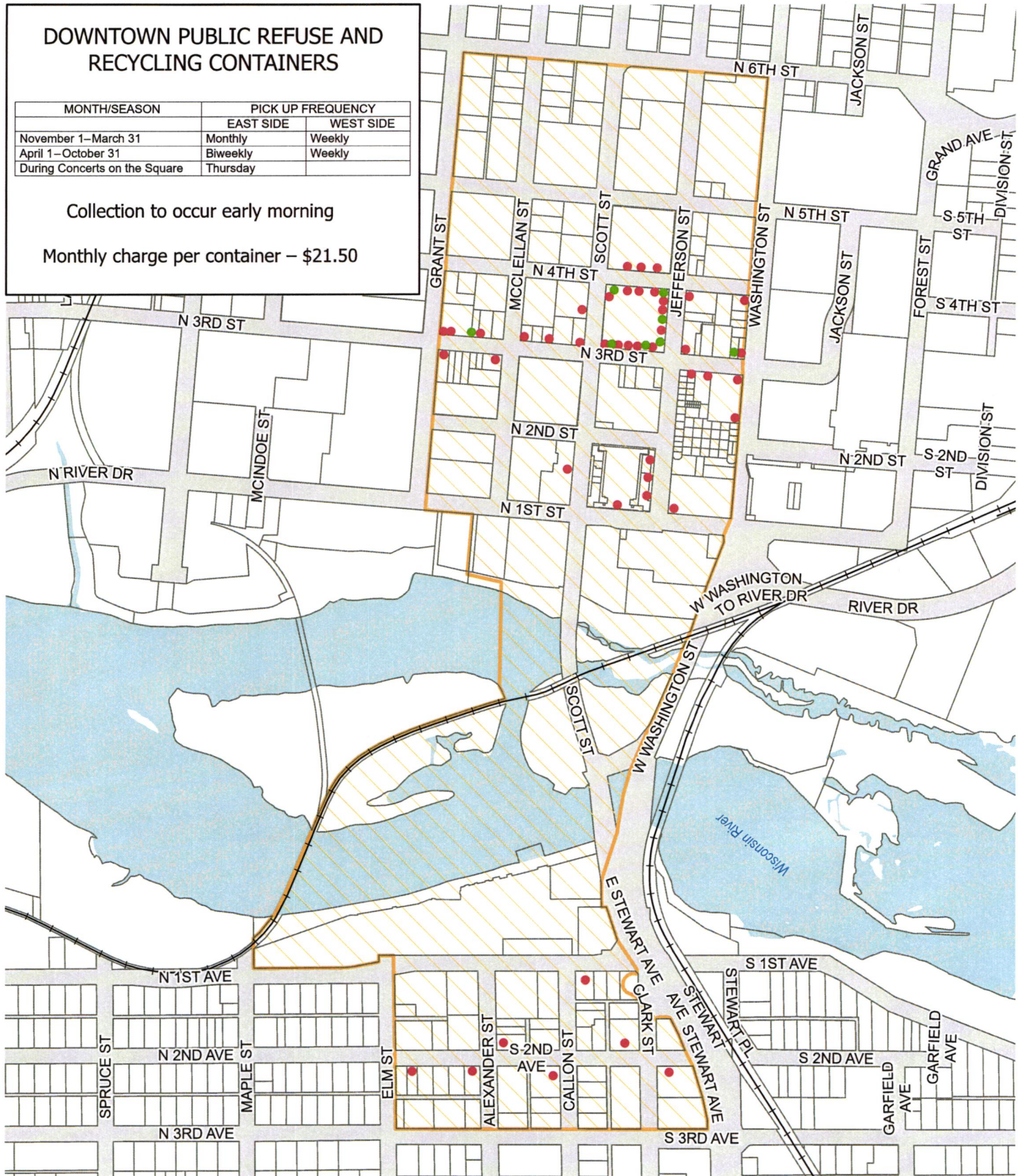
3 consecutive weeks of curbside collection in the month of January.

DOWNTOWN PUBLIC REFUSE AND RECYCLING CONTAINERS

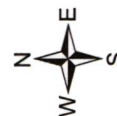
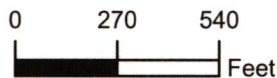
MONTH/SEASON	PICK UP FREQUENCY	
	EAST SIDE	WEST SIDE
November 1–March 31	Monthly	Weekly
April 1–October 31	Biweekly	Weekly
During Concerts on the Square	Thursday	

Collection to occur early morning

Monthly charge per container – \$21.50



NOTES:
 1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.



Legend

- Bin Locations**
- Waste Container
 - Recycle Container
 - ▭ Business Improvement District (BID)

Date: March 5, 2026



Request for Proposals (RFP) Residential Refuse and Recycling Collection and Disposal Services

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive, high-quality weekly refuse and biweekly single-stream recycling collection and disposal services for residential properties and city facilities within the City, effective **April 1, 2026**.

The city intends to enter into agreements with a single, qualified firm for the comprehensive management of the city’s refuse and recycling collection and disposal services.

I. INTRODUCTION AND BACKGROUND INFORMATION

The city has contracted solid waste management services since the mid-1970s. The ten-year contract with Harter’s Fox Valley Disposal is set to expire on March 31, 2026. The contract documents are attached as an Exhibit. This includes collection from all single-family and 2–4-unit residential properties, as well as waste and recycling services at various City-owned facilities listed on page 9 of the RFP. Currently, yard material collection is offered through a weekly subscription service, paid directly by the resident to the contractor. The city operates a curbside fall leaf pickup service and a yard waste drop-off site.

Garbage collection is conducted weekly, and recyclables are collected every other week. The contractor is responsible for disposing of non-recyclable materials in a licensed landfill approved by the city and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. The current number of living units is 14,826.

All refuse is transported to the Marathon County landfill in the Town of Ringle, approximately 15 miles from Wausau.

Harter’s Fox Valley Disposal owns the 95-gallon recycling carts and 65-gallon garbage carts used for curbside collection.

The contractor may use any WI DNR-licensed and self-certified material recovery facility.

2024 tonnage statistics, provided by Harter’s Fox Valley Disposal, are listed below. The city does not guarantee quantities.

	Tons
Plastic	177.3
Metal	220.1
Paper	1,956.3
Glass	703.0
Total	3,056.7
Refuse	11,475.8

The city is committed to providing outstanding and cost-effective refuse and recycling services to its residents while striving to be an environmentally friendly community.

II. INSTRUCTIONS TO PROPOSERS

1. Deadline:

The proposal and Bid Bond must be submitted by 10:00am September 10, 2025. Two copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403. All proposals shall be valid for a minimum of 100 days from the date of bid opening. The signed contract must be returned within 30 days of the notice of award of the contract.

2. Expected Time Schedule for Consideration:

	DATE
Public Release of the RFP	August 14, 2025
Last Day to ask questions	September 2, 2025 4:30pm
Proposal and Bid Bond Submission	September 10, 2025 10:00am
Proposals Opened by Board of Public Works	September 10, 2025
Public Health and Safety Committee Consideration	September 15, 2025
Council Adoption	September 23, 2025

3. Questions regarding RFP and Contact Person:

Proposers are encouraged to submit questions via email by September 2, 2025, no later than 4:30 p.m. All questions received will be answered and posted as an addendum to the RFP no later than September 5, 2025. All questions should be directed to:

Maryanne Groat,
 Finance Director
 City of Wausau
 407 Grant Street
 Wausau WI 54403
 715-261-6645
maryanne.groat@wausauwi.gov

4. Exclusive Contract:

The city intends to enter into an agreement with a single, qualified firm for the management of the city's refuse and recycling collection and disposal services for residential units and government facilities, as noted in the proposal.

5. Right to Reject:

The city reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the city in the city's sole determination. In addition, the city reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau.

The city reserves the right to waive or not to waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate costs, terms, or conditions of any proposal determined to be in the best interest of the city. Proposals failing to provide prices or a clear explanation of services requested may be considered unresponsive in the city's sole

judgment. In addition, the city reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal or fails to comply with any other requirements of this RFP, including but not limited to the provision of the Certificate of Insurance and Performance and Bid Bonds.

6. Proposal Clarification:

The City reserves the right to request clarification of any information submitted and to request additional information as needed. At the city’s discretion, contractors may be required to substantiate the information provided in their proposal.

7. Non-Acceptance of Proposals:

No proposal shall be accepted from, nor a contract awarded to any person, firm, or corporation that is in arrears or is in default to the city for any debt or contract, or has failed to fulfil any previous agreement with the city faithfully.

8. Indemnification:

Contractor shall defend indemnify and hold harmless the city, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the city, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the contract.

9. Qualifications:

The Proposer must hold a valid license with the State of Wisconsin to transport municipal solid waste and recyclables, as per s. NR 502.06(1)(b) Wis. Adm. Code.

10. Insurance:

Contractor shall, at its sole expense, always maintain in effect during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Before execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

- Workers’ Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer’s Liability Insurance of \$500,000.
- General Liability Insurance, including Products or Completed Operations, Bodily Injury, and Property Damage Liability insurance of \$5,000,000.
- Auto Liability for bodily injury and property damage insurance of \$2,000,000.
- Environmental Impairment Liability or Pollution Liability insurance with coverage of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

11. Bid Bond:

All proposals shall be accompanied by a bid bond, certified check, or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

12. Performance Bond:

The contractor shall provide the City, to ensure the performance of the contract during its term, with a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit for not less than \$500,000. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this contract. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City.

13. Proposal Requirements:

A complete proposal should include the following:

- Hauler's name address and names of primary contacts including phone numbers and email addresses.
- Name of the individual who is responsible for signing the contract with the city.
- Name and phone number of the local customer service staff and the hours of operation.
- Description of vehicles that will be used in curbside garbage and recycling collection including fuel used.
- References of at least three communities using curbside refuse and single-stream recycling collection. References should include names and phone numbers of contacts.
- Curbside cart manufacturer. Description of how cart distribution and delivery will be handled.
- Plan for holiday schedule.
- Plan for Christmas tree collection.
- Confirmation that, unless noted disposal of recycling and refuse materials is included within contractor pricing.
- Contract pricing for a 7-year and 10-year contract with proposed inflationary increases itemized as follows:
 - Monthly per household unit for weekly refuse services (65-gallon cart)
 - Monthly per household unit for bi-weekly recycling services (95-gallon cart)
 - Other service costs including:
 - Municipal facilities charge by dumpster or cart size per pickup.
 - The monthly charge for cart pickup for disabled residents (paid by the city).
 - Pricing for summer weekly yard-waste services (paid directly by residents).
 - Monthly bulk items and electronics pick up (paid directly by residents).
 - Downtown garbage and recycling pickup (paid by the city).
 - Christmas Tree collection and disposal (should be included in monthly household charges above).
- Confirmation that an itemized monthly statement will be provided to allocate costs to government facilities and segregate refuse and recycling costs.
- Any other services proposed by the contractor that will improve services and cost effectiveness of the program.

III. PROGRAM DESIGN AND SCOPE OF SERVICES

A. Contract Term:

The City of Wausau is requesting proposals for a 7- and 10-year contract beginning April 1, 2026. Contractor owns and maintains the 65-gallon refuse containers and the 95-gallon recycling containers.

B. Collection Guidelines:

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service, including but not limited to:

- Delivery of refuse to a landfill licensed and approved by the State of Wisconsin.
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45 am and complete by 6:00 pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events, or holiday adjustments.
- The city must approve route planning and adjustments.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.
- During January, Christmas trees, cut into four-foot lengths and placed at the curbside, outside of the refuse container, will be collected by the contractor for no additional charge.

C. Automated Refuse and Recycling Quote Guidelines:

Unit Counts

The city will be invoiced and billed for services based on the January 2026 cart counts. Unit count shall change based on additions and deletions. The number of dwelling units shall be adjusted annually thereafter based on annexations, new residential requests for services, and demolition data maintained. Additionally, adjustments to the number of dwelling units will be made for the first whole month following any annexation or detachment of 10 or more dwelling units. The contractor and city will make a good-faith effort to reconcile the dwelling unit changes to the cart additions and deletions.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material, and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with the collection, delivery, and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined by the Wisconsin Department of Natural Resources, which may change over the contract period.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.
- Recycling will be a single-stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Quotes shall be based upon a 65-gallon refuse container and a 95-gallon recycling container.
- Contractors are required to provide cart maintenance over the life of the contract.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- The contractor shall distribute the selected carts to the individual housing units before April 1, 2026.
- Cart requests after implementation will be made through the city and delivered by the contractor.
- Containers should be high-quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.
- Residents may request supplemental carts to meet their needs, in addition to the carts provided within this service contract, by making a request directly to the contractor. The contractor will provide and bill such services directly to the customer. The City shall have no responsibility or liability for this expanded service.

D. Other Services within the Contract Scope

Large Item Drop Off

The city may conduct several large-item drop-off events at the Department of Public Works (DPW) site. The contractor will provide roll-off containers in the DPW yard for city staff to use for filling. DPW will fill between four and six (4-6) roll-off containers during the events. The city requests that roll-off containers be delivered the week before the event. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the city.

Disabled Roll Out Services

To assist residents with disabilities who lack assistance with their property responsibilities, the city has established a program to help them manage cart placement on collection days. To qualify for the services, the resident must complete an application, which must be signed by a physician. The contractor will collect the weekly garbage carts and bi-weekly recycling carts from a designated area near the residents for these eligible residents. The city currently has 10 properties participating in this program.

Downtown Public Garbage and Recycling Container Collection

Within the eastside and westside central business districts, the city maintains public refuse and recycling containers that allow for automated weekly collection. Some are located on both sides of a one-way street. This requires the contractor to temporarily “close” the street to traffic with the use of cones during the weekly collection. During the summer and fall event season, collection may occur twice a week.

Yard Material Collection Proposal

Seasonal yard collection of lawn, leaf, twigs, and garden clippings shall be offered as a contractor-provided subscription service. Collection and proper management shall be provided by the contractor with automated 95-gallon carts only. Residents requesting the service should be billed directly by the contractor. The weekly service shall be available from April 1 to November 1.

Government Facility Refuse and Recycling

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick-up frequency. The list of facilities and cart sizes is supplied. The facilities and container sizes may change over time. Costs presented shall include the rental of the containers.

Bulk Items and Electronics

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics, including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TVs, outdoor play equipment, lumber, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor. Prices for 2026 shall be listed within the proposal specifications.

E. Reporting

The contractor shall provide the city with itemized refuse and recycling tonnage information to meet the Wisconsin Department of Natural Resources' reporting requirements.

F. Clean Up

The contractor shall ensure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

G. Information/complaints

The contractor shall staff a local telephone contact during regular business hours for information on collection days and times, as well as questions regarding the refuse and recycling program. The contractor will also receive and resolve complaints regarding missed pick up, spillage, and container damage.

H. Community Streets

The contractor proposing services should be familiar with the characteristics of the City of Wausau and its impact on refuse and recycling collection. The city has several one-way streets, alleys, traffic patterns, and hills that can impact collection services. Due to alleys or other tight spaces, a minor number of homes may require manual pickup.

I. Required Response Documents Due in a sealed envelope 9/10/2025 at 10am:

1. Bid Bond
2. A complete proposal as noted above.
 - Hauler's name, address, and names of primary contacts, including phone numbers and email addresses.
 - Name of the individual who is responsible for signing the contract with the city.
 - Name and phone number of the local customer service staff and the hours of operation.
 - Description of vehicles that will be used in curbside garbage and recycling collection including fuel used.
 - References of at least three communities using curbside refuse and single-stream recycling collection. References should include names and phone numbers of contacts.

- Curbside container manufacturer and detail brochure information. Description of how cart distribution and delivery will be handled.
- Plan for holiday schedule.
- Plan for Christmas tree collection.
- Confirmation that, unless noted disposal of recycling and refuse materials is included within contractor pricing.
- Contract pricing for a 7-year and 10-year contract with proposed inflationary increases itemized as follows:
 - Monthly per household unit for weekly refuse services (65-gallon cart)
 - Monthly per household unit for bi-weekly recycling services (95-gallon cart)
 - Other service costs including:
 - Municipal facilities charge by dumpster or cart size per pickup.
 - The monthly charge for cart pickup for disabled residents (paid by the city).
 - Pricing for summer weekly yard-waste services (paid directly by residents).
 - Monthly bulk items and electronics pick up (paid directly by residents).
 - Downtown garbage and recycling pickup (paid by the city).
 - Christmas Tree collection and disposal (should be included in monthly household charges above).
- Confirmation that an itemized monthly statement will be provided to allocate costs to government facilities and segregate refuse and recycling costs.
- Any other services proposed by the contractor that will improve services and cost effectiveness of the program.

CITY FACILITIES

CITY HALL

Recycling	8 - 95 Gallon Containers
Trash	1 - 2 yd Dumpster

PUBLIC SAFETY BUILDING

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster
Recycling	1 - 95 Gallon Container

WATER UTILITY

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster
Recycling	1 - 95 Gallon Container

DEPARTMENT OF PUBLIC WORKS

Garbage Pickup	2 - 6 Yard Dumpster
Recycling	1 - 6 Yard Dumpster

CENTRAL FIRE STATION

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster

FIRE STATION #2

Garbage Pickup	1 - 95 Gallon Container
Recycling	1 - 95 Gallon Container

FIRE STATION #3

Garbage Pickup	1 - 95 Gallon Container
Recycling	1 - 95 Gallon Container

WASTEWATER UTILITY

Garbage Pickup	3 - 4 Yard Dumpster
Garbage Pickup	2 - 2 Yard Dumpster
Garbage Pickup	1 - 6 Yard Dumpster
Recycling	1 - 95 Gallon Container

AIRPORT

Garbage Pickup	1 - 6 Yard Dumpster
Recycling	1 - 4 Yard Dumpster

TRANSIT

Garbage Pickup	1 - 4 Yard Dumpster
Recycling	1 - 4 Yard Dumpster

UW Marthon County Campus

Various locations	4 - 2 yard Dumpsters
	2-6 yard Dumpsters
	2- 4 yard Dumpsters
	6 -95Gallon Carts

RESOLUTION OF PUBLIC HEALTH & SAFETY COMMITTEE	
Approving the Award of a Contract for Solid Waste and Recyclable Collection Services to Harter's Fox Valley Disposal, Inc.	
Committee Action:	Approved 4-0
Fiscal Impact:	Based upon a 65 gallon refuse and 95 gallon recycling cart and an estimated 14,826 residential units the annual first year costs are \$2,045,988 for curb side operations and approximately \$46,200 for city facilities
File Number:	92-1009
Date Introduced:	September 23, 2026

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Annualized increase of \$573,298
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,092,188 based upon a 65 gal refuse and 95 gal recycling and 14,826 residential units</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City's current solid waste and recyclable services contracts expire March 31, 2026; and

WHEREAS, pursuant to the city's procurement policy the city secured proposals for services; and

WHEREAS, the Board of Public Works opened these proposals on September 10, 2026; and

WHEREAS, your Public Health and Safety Committee met on Monday September 15th and recommended awarding a ten-year contract with Harter's Fox Valley Disposal, Inc., which submitted the lowest bid for services.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that Harter's Fox Valley Disposal, Inc, be awarded a contract for refuse and recycling services;

BE IT THEREFORE RESOLVED that the appropriate City officials are hereby authorized and directed to draft and finalize for later approval by the Common Council an agreement between the City of Wausau and Harter's Fox Valley Disposal, Inc. for waste refuse and recycling collection services.

Approved:

Doug Diny.
Doug Diny, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

03/10/26

To: Wausau Common Council and Finance Committee

From: Chief Matthew Barnes

Staff Memo:

Included in this packet is a Sole Source request for the purchase of red dot optic systems for Wausau Police Department duty handguns, transitioning from traditional iron sights.

While attending a leadership meeting with Technical College Academy staff, I learned that all new law enforcement recruits are now being trained exclusively on handguns equipped with red dot optics. Firearms instructors have reported measurable and significant improvements in shooter performance when comparing officers and recruits using red dot optics versus traditional iron sights. These improvements include faster target acquisition, increased accuracy, and improved qualification scores.

As red dot optics are becoming the industry standard in modern law enforcement—and given that our new officers are being trained exclusively with this system—it is both operationally sound and fiscally responsible to transition the entire Wausau Police Department to this updated technology. Standardizing equipment across the department enhances safety, consistency in training, and overall effectiveness.

Our Lead Tactical Instructor, Lieutenant John Phillips, and the firearms instruction team conducted a thorough evaluation of multiple manufacturers and models. After testing and comparison, the Vortex Defender ST Red Dot was selected. As outlined in the Sole Source request, this optic met all required performance specifications, durability standards, and warranty requirements, while also representing the most cost-effective option.

Also included in the packet is a copy of a 2016 resolution authorizing the sale of a Thompson submachine gun to a private party. The final sentence of that resolution restricts the use of the proceeds to improvements to the Wausau Police firearms range.

At the time of that resolution, the department intended to modernize the existing range by constructing a training house structure. However, because the current range is located on property owned by 3M, improvements are not feasible. The department has requested Capital Improvement funding on multiple occasions to construct a new firearms range on City-owned

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

property. While those requests have not been able to be fulfilled, the \$35,000 in proceeds from the 2016 sale has remained in a designated account within the Police Department.

The total cost of transitioning to the Vortex Defender ST Red Dot optics is slightly over \$47,000. The department proposes using:

- \$35,000 from the Thompson submachine gun sale proceeds
- \$12,000 from the department's existing firearms budget

We believe applying the \$35,000 toward upgrading duty firearms optics is consistent with the intent and spirit of the 2016 resolution, as it directly enhances firearms training capability, officer performance, and public safety outcomes.

Recommendation

I respectfully recommend approval of:

1. The Sole Source purchase of the Vortex Defender ST Red Dot optics; and
2. A resolution authorizing the revised use of the proceeds from the sale of the Thompson submachine gun for this equipment upgrade.

This investment aligns with modern law enforcement best practices, supports officer safety, and ensures the Wausau Police Department remains current with evolving training and operational standards.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Ongoing Sole Source – 365 days One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.
 - a. *WFD is requesting approval to purchase two powered ambulance cots stretcher and integrated auto-loader systems from Stryker Corporation for installation in Med 2 and Med 3. The requested equipment consists of Stryker's powered stretcher cot and compatible, crash-tested auto-loading fastening system designed for ambulance installation. The system provides powered patient lifting, mechanical loading and unloading into the ambulance module, and integrated safety locking mechanisms.*
 - b. *The total installed cost per unit is \$74,674. These units will replace Ferno cot/auto-loader systems originally ordered with the ambulances.*
 - c. *WFD currently operates three front-line ambulances equipped with Stryker cot/auto-loader systems and maintains an annual comprehensive service agreement with Stryker covering maintenance and repair. Approval of this request will standardize all five front-line ambulances with identical Stryker cot/auto-loader systems.*

2. Provide a brief description of the intended application for the service or goods to be purchased.
 - a. *The Stryker cot and auto-loader systems will be used for daily emergency medical response operations. The equipment is essential for safe lifting and transport of patients, powered loading and unloading into and out of ambulances, reduction of employee lifting injuries, and protection of patients during transport.*
 - b. *Standardization across all ambulances is operationally critical. All other WFD ambulances currently utilize Stryker cot systems. Converting Med 2 and Med 3 ensures consistent loading direction, operation, mechanical function, and safety procedures across the fleet.*
 - c. *In high-risk and time-sensitive environments, uniform equipment operation enhances muscle memory, reduces the likelihood of loading errors, decreases the risk of patient drops, and limits departmental liability exposure.*

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.
- a. *The Ferno cot/auto-loader systems installed or ordered for Med 2 and Med 3 have demonstrated significant operational and safety concerns.*
 - b. *- The Ferno InX system installed in Med 2 has experienced patient drop incidents within the first months of service.*
 - c. *- The cot removal and loading sequence operates opposite of the Stryker systems currently used in the remainder of the fleet, creating operational inconsistency and increased risk.*
 - d. *- The Ferno F2/X2 cot/auto-loader system ordered for Med 3 has been indefinitely delayed due to product availability issues, and Med 3 was delivered with a manual loading system.*
 - e. *- Ferno does not maintain local service technicians and requires department personnel to be trained for maintenance and repairs.*
 - f. *By contrast, WFD has an established fleet standard utilizing Stryker systems, with local service support under an existing annual maintenance contract. Additional units can be incorporated into the service agreement with minimal cost impact. Standardization eliminates inconsistent operational procedures and reduces training complexity.*
4. Describe your efforts to identify other vendors to furnish the product or services.
- a. *During the ambulance procurement process in 2024–2025, WFD evaluated both Stryker and Ferno cot/auto-loader systems. Due to supply chain constraints, two different Ferno systems were installed or scheduled for installation.*
 - b. *Following documented safety concerns, delivery delays, and the absence of local service support, WFD conducted an operational reassessment. Given that all other front-line ambulances operate Stryker systems and are covered under an existing service contract, no other vendor can provide equipment that integrates into the department's fleet configuration, maintenance structure, and operational standardization model.*
 - c. *Standardization of mission-critical patient handling equipment across the entire fleet necessitates sole sourcing with Stryker.*
5. How did you determine that the sole source vendor's price was reasonable?
- a. *Price reasonableness was determined through comparison to previously purchased Stryker systems, negotiation of a \$12,500 trade-in allowance for the Ferno InX system in Med 2, agreement from Ferno to refund approximately \$45,000 for the undelivered system for Med 3, and a negotiated reduction of approximately \$40,000 on the purchase price of Med 1.*
 - b. *These negotiated offsets substantially reduce the net financial impact of converting Med 2 and Med 3 to Stryker systems.*
 - c. *Additionally, incorporating the new units into WFD's existing Stryker service agreement minimizes long-term maintenance expenses and eliminates the need for internal technician certification and parts inventory associated with Ferno systems.*
 - d. *Based on procurement history, negotiated credits and refunds, lifecycle maintenance considerations, and operational risk reduction, the proposed pricing is fair, reasonable, and in the best interest of the City.*

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Fire Department

Preparer: Deputy Fire Chief

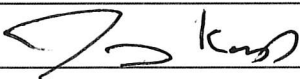
Vendor Name: Stryker Corporation

Expected amount of purchase or contract: Cost Calculation Summary
Med 2 (Cot Replacement)
\$74,674 (Stryker cot)
- \$12,500 (Ferno trade-in credit)
- \$40,000 (Negotiated reduction on Med-1 build)
= \$22,174 net cost

Med 3 (Cot Replacement)
\$74,674 (Stryker cot)
- \$40,000 (Ferno buy-back/refund)
= \$34,674 net cost

Total Net Cost for Both Cots
\$22,174 (Med 2)
\$34,674 (Med 3)
= **\$56,848 TOTAL**

Rounded total: approximately \$57,000

Department Head Signature:  **Date:** 3-2-26

Finance Director Signature: **Date:**



March 3, 2026

KEVIN FABEL
City of Wausau
407 Grant Street
Wausau, WI 54403

SUBJECT: THOMAS STREET CORRIDOR AREA A – ERP SITE PROPOSAL

DEAR KEVIN,

Thank you for the opportunity to present this proposal for environmental consulting services for the Wisconsin Department of Natural Resources (WDNR) Environmental Repair Program (ERP) site listing associated with the properties located at 110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas Street properties located within the City of Wausau, Marathon County, WI.

This proposal describes our understanding of the project, defines the scope of work, and provides you with an estimate of the cost of our services. Should this proposal fully meet the project needs, a professional services agreement is attached for your review and signature.

Thank you again for your time and consideration. We look forward to working with you on this project.

Sincerely,

Matthew C. Michalski

MATTHEW C. MICHALSKI
Hydrogeologist/Project Manager
REI Engineering, Inc.
MMichalski@REIengineering.com

715-675-9784



THOMAS STREET CORRIDOR – AREA A

110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas
Street

Wausau, WI 54401

BRRTS# 02-37-598599



SITE INVESTIGATION PROPOSAL

03-03-2026

PREPARED FOR • CITY OF WAUSAU

Attn: Kevin Fabel
407 Grant Street
Wausau, WI 54403

OUR STORY

REI Engineering was formed in 1991 to provide support to Northwest Petroleum Service in the fueling and service station industry. To assist in those efforts, REI's primary focus involved site surveying, site plan development, environmental services involving underground fuel tanks and fuel systems, and construction staking. Since that time, REI has expanded into a diverse group of innovative and inspired professionals who consistently exceed client expectations. We offer the ability to provide the following services for our clients:

- *Civil Engineering*
- *Development Planning*
- *Site Selection/Due Diligence*
- *Landscape Design*
- *Environmental Consulting*
- *Regulatory Compliance Consulting*
- *Emergency Response*
- *Safety Consulting*
- *Land Surveying*
- *Construction Staking*
- *Construction Engineering*
- *Construction Oversight*

OUR TEAM

Locally owned and operated under one roof within the Central Wisconsin (Wausau) Area, our team's client base includes various school districts, public entities, both state and local, and private entities such as developers, landowners, contractors, banks, attorneys, industrial, commercial, and agricultural clients. REI's staff maintains numerous licenses and certifications in the survey, civil engineering, construction, and environmental consulting industries; and we maintain knowledge of the codes and regulations that affect our clients. Abbreviated resumes of key personnel have been included following this section. In addition to our own project experts, we have aligned ourselves with a variety of subconsultants who share in our goal of providing quality and timely service to our clients. These subconsultants help expand upon the project expertise and work seamlessly with REI staff members.

OUR COMMITMENT

We always take the time to listen while focusing foremost on the client's needs, then make it a priority to deliver high quality work, responsive communication and staying within budget. This value has earned high praises resulting in many repeat clients and referrals over the years. We are always committed to delivering an effective and efficient design solution that will serve as a roadmap for the future enhancement of any project we take on.

WAUSAU CENTER MALL FORMER (BRRTS# 02-37-587769) 301 WASHINGTON AVENUE, WAUSAU, WI

REI completed a site investigation and closed the property located at 301 Washington Avenue in Wausau, WI. Contamination on this property was associated with historic fill placed on the property, impacted by metals, volatile organic compounds (VOCs), and polycyclic aromatic hydrocarbon (PAH). The site was granted case closure with continuing obligations associated with exceedances of the Wisconsin Administrative Code (WAC) Chapter NR720 Non-Industrial Direct Contact RCLs. Following completion of the site investigation, REI prepared a continuing obligation modification request, supervised removal of impacted soils during site redevelopment, and is in the process of preparing a post closure documentation report documenting areas impacted soil were removed and changes in surface covers across the redeveloped portion of the site.



FONG FAMILY, LLC (BRRTS# 02-37-587441) 360 GRAND AVENUE, WAUSAU, WI

REI completed a site investigation and closed the property located at 360 Grand Avenue in Wausau, WI. Contamination on this property was associated with historic fill placed on the property, impacted by metals with limited locations impacted with petroleum products and chlorinated volatile organic compounds. The investigation included investigation of soil, groundwater, and vapor intrusion into the existing onsite structure. During redevelopment REI coordinated with the WDNR for modification to the continuing obligations across the site and prepared post closure modification documentation after the building addition was completed.

PROJECT UNDERSTANDING

REI understands, the City of Wausau was awarded a Wisconsin Assessment Monies (WAM) grant for completion of a Phase I Environmental Site Assessment (ESA) and Phase II ESA for four (4) distinct areas along the Thomas Street Corridor. The WDNR selected Ramboll as the provider to complete the Phase I and Phase II ESAs. In January 2026, Ramboll submitted a Phase II ESA Report on January 22, 2026 and the WDNR issued a Responsible Party letter to the City of Wausau associated with contamination identified in Area A. Area A includes the parcels of land associated with the property addresses 110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas Street.

Additionally, City of Wausau and WDNR personnel held a virtual meeting to discuss results of the Phase II ESA and discuss required actions related to the Responsible Party letter issued to the City of Wausau. Based on the posted meeting summary provided by the WDNR, The primary concern at the site is contamination identified in historic fill located across the Area A. Additionally, deeper saturated soil and groundwater contamination may not require investigation by the City of Wausau, but a Off-site Liability Exemption would need to be submitted in relation to the deeper contamination.



SCOPE OF WORK

OFF-SITE LIABILITY EXEMPTION REQUEST (WDNR FORM 4400-201)

Prior to REI's involvement in this project, it is our understanding that the City of Wausau and WDNR participated in a virtual meeting in which the WDNR provided information regarding off-site liability exemptions. Based on discussion between REI and the WDNR Project Manager, the WDNR Project Manager recommended an Off-site Liability Exemption Request be completed early in the process. This would be submitted separate from the Site Investigation Report to ensure the WDNR approves the request related to the deep saturated soil and groundwater contamination identified as part of the Phase II ESA. REI will review site files for upgradient sites that may have impacted the subject property. Contamination identified in saturated soils and local groundwater, including VOCs and Pentachlorophenol. Of primary concern are the chlorinated VOCs (CVOCs) as the concentration identified in groundwater during the Phase II Environmental Site Assessment may result in continuing obligation and/or construction requirements for any new structures installed on the property due to the potential for vapor intrusion of CVOCs into site structure. Pentachlorophenol contamination appears to be associated with the nearby SNE Waltco ERP site (BRRTS# 02-37-000006). Additional research is required to identify the likely source of the CVOCs.

The Off-site Liability Exemption would prevent the City of Wausau from being required to investigate the degree and extent of contamination identified at the water table. If a definite source property can be identified, investigation responsibility should fall on that party. Additionally, costs incurred during site redevelopment may be partially or completely covered by the party responsible. Due to the identified concentrations of CVOCs in the groundwater, the WDNR may require vapor mitigation systems and testing on any future site structures on these parcels.

SITE INVESTIGATION WORK PLAN

REI will prepare a site investigation work plan in accordance with WAC Chapter NR716 and as required by the Responsible Party letter dated February 11, 2026. WDNR review fees have been included as part of the Site Investigation Work Plan to ensure the WDNR agrees with the proposed scope of work and there is a formal written response to the Site Investigation Work Plan.

SOIL BORINGS

REI is proposing the advancement of up to twenty (20) hydraulic push soil borings. Two (2) soil samples would be collected from each soil boring with one (1) sample collected within the top two (2) feet of the soil column and the second soil sample collected from native material underlying the fill material identified during the Phase II ESA. All forty (40) collected soil samples would be submitted for laboratory analysis of RCRA Metals and samples from four (4) soil boring locations (8 samples) would also be submitted for laboratory analysis of Dioxins/Furans. REI personnel will survey the existing property boundaries to ensure at least two (2) soil borings are completed on each parcel. REI has included optional costs for REI personnel to complete any boundary survey or location survey work unless the City of Wausau would like to complete this portion of the Scope of Work.

REI personnel will prepare samples for laboratory analysis of Dioxins/Furans from the other sixteen (16) soil boring locations (32 samples). These samples will be held until laboratory analysis of the

initial eight (8) samples is received and reviewed to determine if additional laboratory analysis is required to define the degree and extent of contamination. Additionally, this will allow the WDNR to consult with WI DHS regarding use of the 2,3,7,8-TCDD Toxicity Equivalence Quantity (TEQ). REI will coordinate with the City of Wausau for approval before any additional samples are submitted for laboratory analysis with additional costs.

SITE INVESTIGATION REPORT

Upon completion of the above scope of work, REI will prepare a site investigation report in accordance with WAC Chapter NR716. The SIR will include all relevant analytical data (source property and surrounding area), site maps, methods and procedures, and laboratory analytical reports.

The completion of a site investigation, with approval from the WDNR, allows the project to move into the next step of the process (remediation or case closure) depending on the results of the site investigation. WNDR review fees have been included as part of the Site Investigation Report to ensure the WDNR agrees the site investigation is complete and there is a formal written response on record in regards to the Site Investigation Report.

PROFESSIONAL SERVICES AGREEMENT

REI's scope of services and deliverables for this project are limited to the tasks outlined in this proposal document titled Site Investigation Proposal, dated March 3, 2023. The Client will reimburse REI for services on a time and materials basis per the 2026 REI rate schedule. The fee will be invoiced monthly as services are provided. Below is an estimation of costs for the above scope of work.

SOIL BORINGS (<i>subcontracted</i>)	\$4,025.00
LABORATORY ANALYSIS (<i>subcontracted</i>)	\$13,250.00
OFF-SITE LIABILITY EXEMPTION RESEARCH & PREPARATION	\$3,000.00
OFF-SITE LIABILITY EXEMPTION REVIEW FEE (WDNR)	\$700.00
SOIL BORINGS OVERSIGHT, SAMPLE COLLECTION, & SURVEY	\$1,875.00
WASTE DISPOSAL	\$125.00
SITE INVESTIGATION WORK PLAN PREPARATION	\$1,625.00
SITE INVESTIGATION WORK PLAN REVIEW FEE (WDNR)	\$700.00
SITE INVESTIGATION REPORT PREPARATION	\$2,900.00
SITE INVESTIGATION REPORT REVIEW FEE (WDNR)	\$1,050.00

ESTIMATED TOTAL FEES	\$29,250.00
<i>ADVANCED PAYMENT</i>	<i>None</i>

ALT 1: REI SURVEY PROPERTY BOUNDARY STAKING_____ <i>Initial if approved</i>	\$1,500.00
ALT 2: REI SURVEY SOIL BORING LOCATIONS_____ <i>Initial if approved</i>	\$500.00

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables detailed in this proposal; that it is premised upon the Client representations set forth herein; and that it is subject to the General Conditions incorporated herein.

CLIENT • CITY OF WAUSAU

REI ENGINEERING, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Matthew C. Michalski

Phone Number: _____

Phone Number: (715) 675-9784

Date: _____

Date: _____

GENERAL CONDITIONS

PART 1: SERVICES AND DELIVERABLES

REI Engineering, Inc. (“REI”) agrees to provide to Client the services and deliverables (the “Services and Deliverables”) enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the “Agreement”) subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client’s request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI’s then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI’s completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by “Diggers Hotline” or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client’s failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client’s sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services’ and Deliverables’ intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI’s services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI’s fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the “Documents and Data”), Client covenants and agrees that all such

Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City’s requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Ongoing Sole Source – 365 days One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

REI Engineering will be contracted to complete an Off-Site Liability Exemption Request (WDNR Form 4400-201), a WDNR Required Site Investigation Work Plan, Obtain Soil Borings and complete a Site Investigation Report for the property labeled the Thomas Street Corridor – Area A. WDNR BRRTS# 02-37-598599.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The application is to complete all initial first phase WDNR Required regulatory requirements in regards to the Thomas Street Corridor – Area A. WDNR BRRTS# 02-37-598599 in which the City of Wausau was named the Responsible Party (RP) and received an RP Letter dated February 11, 2026.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Because this site likely has contamination which originated from off-site, it will be critical that the Environmental Consultant is able to pull information from nearby WDNR clean-up sites to show that the contamination that exists on site currently was not caused by the City of Wausau. REI Engineering has firsthand experience with these near-by sites as they were the Environmental Consultant involved at these sites. Their extensive experience with clean-ups in the Wausau Area gives them firsthand experience and access to this information and an ongoing relationship with the WDNR regulators and staff who were also involved in the nearby clean-ups. This access and experience is very valuable and justifies a sole source arrangement.

Because there are deadlines imposed by WDNR for required phases of the clean-up mandated by State Law, direct access to such information and knowledge will also accommodate meeting these deadlines in the most efficient manner.

4. Describe your efforts to identify other vendors to furnish the product or services.

Other vendors were considered but none had the nearby experience, access to information, knowledge and relationships with relevant WDNR staff that REI provides.

5. How did you determine that the sole source vendor's price was reasonable?

Based on other Environmental Clean Ups in the area during recent times, their quoted price comes in at what would be expected and in my opinion, is deemed reasonable.

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain) – WDNR Regulatory Deadlines
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Engineering

Preparer: Kevin Fabel

Vendor Name: REI Engineering, Inc.

Expected amount of purchase or contract: \$31,250

Department Head Signature: _____ **Date:** _____

Finance Director Signature: _____ **Date:** _____

Lisa Parsch

From: Mike Priebe [REDACTED]
Sent: Thursday, February 19, 2026 12:36 AM
To: Lisa Parsch
Subject: Re: Colonial Property 4 Parking Lot Lease - 3rd and Grant Streets

Hello Lisa.

Thanks for your message. I would like to renew the lease agreement for another three years and I would propose a 4% increase to the base rent amount to address rising insurance costs, etc. There would be no other changes to the lease agreement.

Could you please propose this at the next Finance Committee meeting?

Please confirm your receipt of this message since I am currently traveling and have sporadic cell reception. Also note that my primary email address is now [REDACTED]

Thanks for your assistance.
Mike Priebe

Sent from my iPhone

On Feb 18, 2026, at 4:34 AM, Lisa Parsch <Lisa.Parsch@wausauwi.gov> wrote:

Mr. Priebe,

The attached parking lot lease between Colonial Property 4, LLC and the City of Wausau will expire on March 31, 2026. Please advise our office if you are interested in renewing the lease for another three years.

If you are interested in renewing the lease, this matter will need to be considered at an upcoming Finance Committee meeting. Thank you.

Lisa Parsch
Legal Assistant
City Attorney's Office
407 Grant Street
Wausau WI 54403

lisa.parsch@wausauwi.gov

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND GRANT STREETS

THIS AGREEMENT, made this 29th day of March, 2023, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Colonial Property 4, LLC, an Iowa limited liability company, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated hereby reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, allowing OWNER to utilize portions of LOT for private parking, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER Two Thousand One Hundred Fifteen and no/100 Dollars (\$2,115.00) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.
2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2023, and terminating on March 31, 2026. OWNER shall have the following options with regard to parking:
 - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Eight Hundred Twenty-six and 59/100 Dollars (\$1,826.59) for the remaining thirty-eight (38) parking stalls.
 - B. Notwithstanding subparagraph A above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provide for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.
 - C. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
 - D. In the event OWNER does utilize stalls for its own use, then in that event the term "LOT" as used in this Agreement shall refer only to those portions of the demised premises used by the public.
3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

**Digitally applied endorsement stamp
Please keep attached to original document**

make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.

4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. At the termination of this Lease, CITY shall remove all parking meters, pay stations, pipes, parking signage and any alterations and additions erected by CITY, and restore LOT to an unmetred condition including the repair of any damaged areas on the asphalt surface.
7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions and parking rules signage may be installed within the parking lot.
8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.
10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.
12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking kiosk and personal property within LOT.
 - B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably

appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferee and recognize such transferee as OWNER under this Lease.
15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
 - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
 - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
18. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF WAUSAU

By: Katie Rosenberg
Katie Rosenberg, Mayor

By: Kaitlyn A. Bernarde
Kaitlyn A. Bernarde, Clerk

COLONIAL PROPERTY 4, LLC

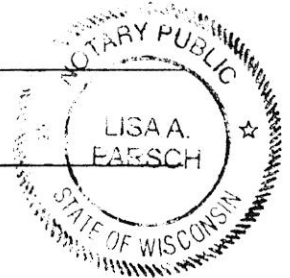
By: Michael M. Priebe
Michael M. Priebe

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 16th day of April, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

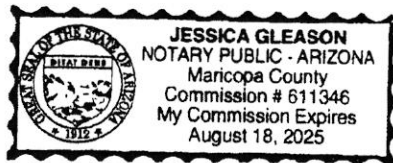
Lisa A. Faersch

Notary Public, Wisconsin
My commission: 8/3/2024



STATE OF Arizona
) ss.
COUNTY OF Maricopa)

Personally came before me this 3rd day of April, 2023, the above-named Michael M. Priebe of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jessica Gleason
Arizona
Notary Public, Wisconsin
My commission: August 18, 2025

This instrument was drafted by Anne L. Jacobson
City Attorney for the City of Wausau, 407 Grant
Street, Wausau, WI 54403

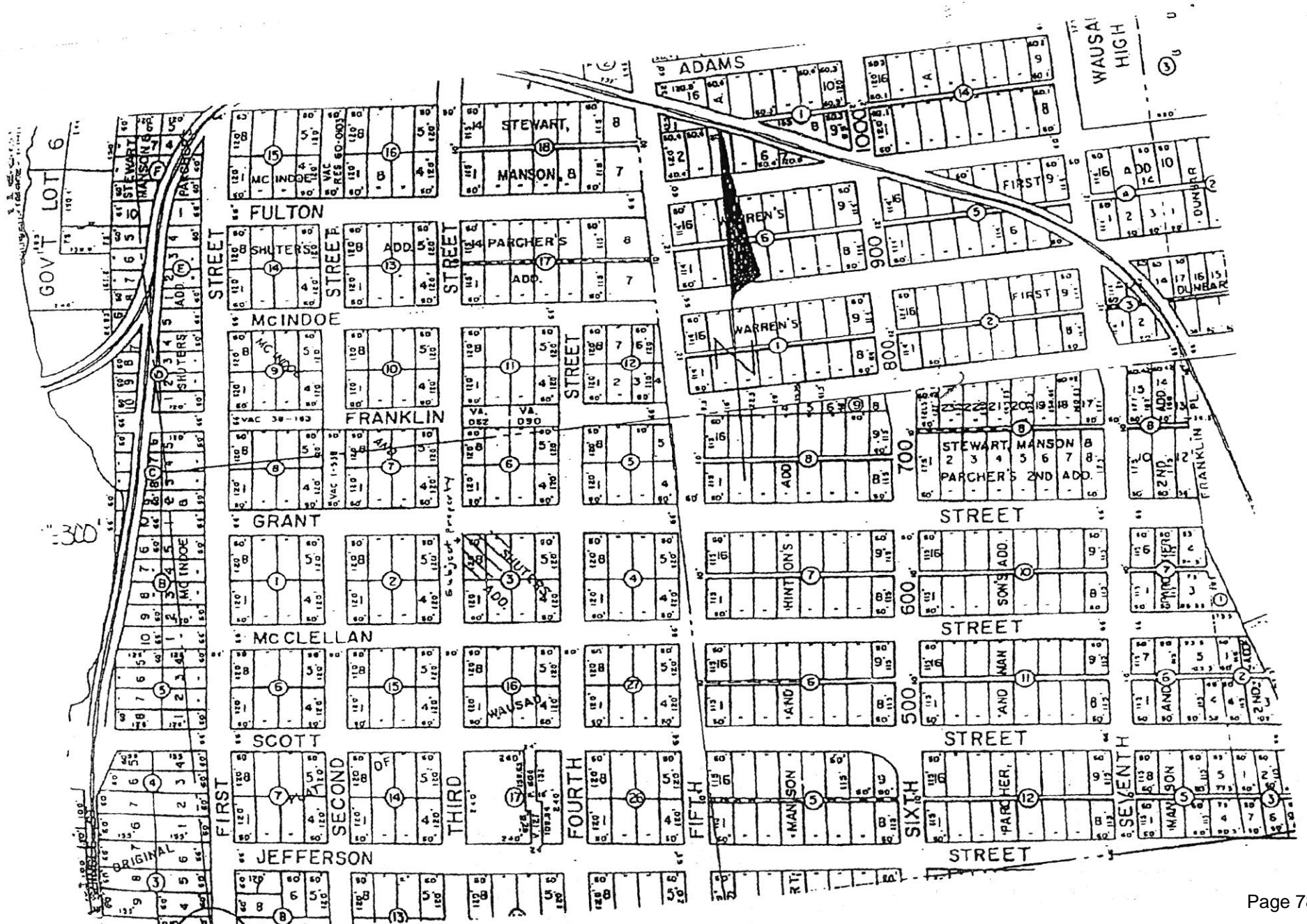


Exhibit A-1

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0240

Lots Seven (7) and Eight (8) in Block Three (3) of McIndoe and Shuter's Addition to Wausau,
Marathon County, Wisconsin.

Design and Bidding of a Solar Generation Facility



City of Wausau, WI

February 23, 2026



February 23, 2026

Eric Lindman, PE
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, WI 54403

RE: Engineering Professional Services for the Design and Bidding of a Solar Generation Facility

Dear Eric:

Clark Dietz is pleased to submit our qualifications to continue supporting the City of Wausau and Wausau Water Works in advancing the Solar Generation Facility at the Drinking Water Treatment Facility. Our Wausau-based team has been closely involved in this project since its earliest planning efforts, working alongside Utility staff to evaluate system sizing, site options, utility coordination, and integration with the new DWTF. Because we also served as the electrical design engineer for the DWTF, we bring firsthand knowledge of the facility's electrical infrastructure, operational needs, and long-term energy goals.

Clark Dietz's Wausau office and staff are located within the City, and our employees and business are customers of Wausau Water Works. We understand firsthand the importance of reliable, cost-effective utility service because we depend on it every day. This shared investment in the community reinforces our commitment to delivering a solar facility that operates reliably and provides long-term value for the Utility and its customers.

This project will be led by our local Wausau office, allowing us to remain accessible and engaged throughout design and construction. Our team combines municipal utility expertise with extensive solar engineering experience, having supported more than 140 MW of installed and in-progress solar capacity across the Midwest, including ground-mounted systems, utility-scale solar farms, municipal installations, and brownfield redevelopment projects. Our experience coordinating directly with utilities, preparing bid-ready documents, and supporting construction ensures the City receives a solar facility that performs reliably and integrates seamlessly with the DWTF.

Our partnership with QstN further strengthens our team by bringing specialized solar development and interconnection expertise, market conditions and funding environment, along with deep familiarity with Midwest utilities and solar system constructability. Together, we provide a team that understands both municipal project delivery and solar system implementation.

Because Clark Dietz understands the DWTF infrastructure, solar system integration requirements, and municipal project delivery process, we are prepared to move efficiently into final design and construction support. Our team will deliver clear, coordinated, and constructible documents that support competitive bidding, minimize risk, and ensure reliable long-term system performance. We look forward to helping the City successfully implement this important investment in sustainable infrastructure.

Sincerely,

Clark Dietz, Inc.

Tonia Westphal, PE, LEED AP
Client Liaison
tonia.westphal@clarkdietz.com

EXECUTIVE SUMMARY

WHY CLARK DIETZ IS THE RIGHT PARTNER FOR WAUSAU

Clark Dietz provides the City of Wausau with a team uniquely qualified to deliver a successful solar generation facility that integrates reliably and resiliency into the Drinking Water Treatment Facility (DWTF), supports long-term operational goals, and minimizes project risk. Our team combines firsthand knowledge of the DWTF electrical infrastructure, extensive solar engineering expertise, and proven municipal project delivery experience to ensure the solar facility is designed and implemented efficiently and correctly the first time.

Because Clark Dietz served as the electrical design engineer for the DWTF and supported solar planning efforts, we understand the facility’s electrical distribution system, operational requirements, and interconnection considerations. This knowledge allows us to develop coordinated, constructible designs that integrate seamlessly with the existing infrastructure, avoid common design conflicts, and reduce the potential for delays or costly revisions during construction.

Clark Dietz has engineered more than 140 MW of solar generation facilities across the Midwest, including municipal, utility-scale, and industrial installations. Our team has designed solar systems ranging from small municipal arrays to utility-scale facilities exceeding 45 MW, providing civil, electrical, and structural engineering services, utility coordination, and construction support. This experience ensures we deliver a system that meets performance expectations, complies with utility and regulatory requirements, and supports reliable long-term operation.

Equally important, Clark Dietz brings extensive municipal design experience and understands the City’s requirements for public bidding, permitting, and construction administration. We prepare clear, complete, and coordinated plans and specifications that support competitive bidding and efficient construction, helping control project cost, schedule, and risk.

By selecting **Clark Dietz**, the City gains a partner who **understands the facility, funding requirements, solar system integration, and understands how to successfully deliver municipal infrastructure projects**. Our team is prepared to move efficiently into final design and construction support, providing a solar facility that delivers reliable performance, integrates seamlessly with the DWTF, and provides lasting value to the City and its residents.

Clark Dietz Differentiator	Benefits to the City of Wausau	Proposal Location
Direct DWTF Electrical Design Experience	Provides seamless integration with the DWTF electrical infrastructure and eliminates coordination delays or integration risks.	Page 14
Project Planning and Solar Evaluation Experience	Allows efficient design development without repeating prior analysis, reducing schedule and design risk.	Page 4
Proven Solar Engineering Experience	Provides reliable, constructible solar system design based on experience delivering over 140 MW of solar facilities.	Page 10-14
Municipal Project Delivery Expertise	Produces clear, coordinated plans and specifications that support competitive bidding and efficient construction.	Page 4-6
Integrated Civil and Electrical Design Team	Ensures coordinated system design, minimizes conflicts, and supports successful construction and long-term performance.	Page 7-9



PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

This Solar Generation Facility is being constructed to supplement power at the Wausau Drinking Water Treatment Facility (DWTF). Wausau Waterworks (the Utility) plans to own and operate the solar array. The approximate array size and location have already been determined.

Clark Dietz has been involved in this project's development since 2020. We have attended many Waterworks Commission meetings, public information sessions, and Solar Task Force meetings. In that time, we vetted a wide range of array sizes and locations, conducted financial analyses, brought in solar experts, and answered numerous questions. ***We have been involved from day one, and our knowledge of the background work will be invaluable as we navigate through design and construction.***

The staff we are proposing for this work have completed an impressive portfolio of solar projects. Clark Dietz has been engineering for the solar industry since 2015, and most of this proposed team has been at it since then. With over a decade of solar experience, we are confident we can overcome any issues that might arise. Our team starts with Tonia Westphal as the client manager and overall project manager. She will be assisted by Lisa Zahrt, the electrical team lead, and CJ Beyer, the civil team lead. Our proposed organizational chart of the full team, their bios, and our experience are included later in this proposal.

Assisting Clark Dietz with the interconnect agreement and design of the solar array is our proposed subconsultant, QstN. They will provide the DC design, coordinate with WPS on the interconnect, and assist with navigating the various tax laws and funding opportunities.

PROJECT APPROACH

Since the planning phase has already been completed and the project is largely defined, Clark Dietz will start with preliminary design of the solar facility. This project will follow a design-bid-build format. While this is somewhat unique for solar projects, it is a requirement for municipal projects. Clark Dietz's extensive municipal experience, along with our relationship with the Utility's staff, will be beneficial to this process. Our project approach will include the following elements.

1. Project Management and Quality Assurance

- a. Clark Dietz utilizes Quality Management on all projects. We have developed a method for tracking project activities and document review to ensure our project deliverables meet or exceed the client's needs. The effort takes little time and is implemented during the early stages of the project. This results in all design team members having the same understanding of the project's scope, needs, and goals.
- b. Project Work Plan (PWP) will be prepared, which is a "living document" of the project scope and activities. Individual staff and their activities are identified, and each task is described in detail, including effort and resources. Supporting design information and resources are an important part of the PWP.
- c. Quality Management reviews will be held by an independent Clark Dietz staff member with management responsibilities. The reviewer will consider the status of the project scope, schedule, budget and staffing to ensure that the client's needs are being met.

2. Site Investigation

- a. Soil Analysis and Geotechnical Investigation - This work will be provided through direct contracts with the City, but Clark Dietz will assist with coordinating needed information and locations. Reports will be reviewed, and the data collected will be incorporated into the design.
- b. Site Survey - The survey work will be completed by the City's Engineering Division. Clark Dietz will assist with determining site survey limitations and needs.

3. Regulatory Compliance

- a. Interconnection Agreement – Clark Dietz, along with our partner, QstN, will have early discussions regarding the interconnect agreement with WPS. These discussions will ensure the design complies with WPS's requirements.
- b. Permitting – Clark Dietz will request and coordinate the appropriate permits for the project, including DNR and City permits.



PROJECT UNDERSTANDING AND APPROACH

4. Design Development

- a. Component Selection – Selecting appropriate and readily available equipment is not only crucial for the project budget but will also benefit the bidding process.
- b. Stormwater Management:
 - i. NR151/NR216 Compliance:
 - 1. WDNR (NOI & Post-Construction) & City of Wausau.
 - ii. Conveyance:
 - 1. Stormwater management applies to the gravel access drives. Stormwater is assumed to be collected via a series of swales and piping and conveyed to the existing stormwater basin at the DWTF.
 - iii. Storage:
 - 1. Review stormwater basin design and incorporate into the SWMP.
 - 2. Stormwater basin was designed by others and assumed to be adequate in size to handle the additional runoff from this site. Basin redesign/construction is not anticipated.
 - iv. Permitting:
 - 1. Complete the WDNR and City of Wausau Permit Applications.
 - 2. Fees are paid and reimbursable by the City.
 - 3. No Chapter 30 permitting is included.
- c. Civil Design Services:
 - i. Site Layout Plan.
 - ii. Drives and Array Access.
 - iii. Site Grading, Stormwater Management, and Erosion Control.
 - iv. Site Landscaping & Restoration Coordination:
 - 1. Any tree disturbance and/or forest management will be provided by the City Forester.
 - 2. Site will be restored with low-maintenance grasses or similar.
 - v. Fencing:
 - 1. Height, type, location, and gate location/number noted on the drawings.
 - 2. Fence, footing and gate design by the contractor.
 - vi. Buffer/Landscaping:
 - 1. An area of approximately 40' wide east of the array, immediately west of the Tierney Road right-of-way will be included as a project buffer.
 - 2. This area is intended to have a berm (height based on City feedback), decorative fence, and plantings. An allowance is provided for landscaping design services.
- d. Electrical Engineering – Develop the electrical infrastructure to make the system function and tie it back to the DWTF's electrical distribution system. This includes ampacity calculations, voltage drop calculations, wire management design, conduit and conductor sizing, and thermal calculations.
- e. General – Clark Dietz will establish a project timeline with milestones, deadlines, meetings, and resource allocation. Clark Dietz anticipates two review submittals during the design process: preliminary and final.
- f. Opinion of Probable Cost.

5. Construction Documents

- a. Bid Package - Clark Dietz will create plans and specifications for bidding. The bid package will contain the following:
 - i. Front-end documents using the City's standard documents.
 - ii. Technical specifications.
 - iii. Civil drawings:
 - 1. Site Layout Plans.



PROJECT UNDERSTANDING AND APPROACH



- 2. Drives and Array Access.
- 3. Site Grading and Erosion Control.
- 4. Storm Water Management Plan.
- 5. Site Restoration.
- vi. Structural drawings:
 - 1. Equipment Pad Design.
 - 2. Racking Coordination.
- v. Electrical drawings:
 - 1. Array Layout and DC Design.
 - 2. AC Design.
 - 3. Interconnect Design and Details.
 - 4. Tracking System.
 - 5. Cable Management Details.
 - 6. One-Line Development.
 - 7. Grounding Design.
 - 8. Communication System Design.
 - 9. PV System Labeling.

6. Bidding

- a. Pre-bid Meeting.
- b. Coordination during Bidding – Answer contractor questions and prepare addenda as needed.
- c. Bid Evaluation – Review bids and make a recommendation.

7. Stakeholder Engagement

- a. Presentations/Meetings - Engage with the local community and stakeholders to build support and manage expectations.



TEAM ORGANIZATION



ELECTRICAL ENGINEER LEAD

Lisa Zahrt, PE, LEED AP

ELECTRICAL DESIGN SUPPORT

Scott Kauzlaric, PE

CIVIL ENGINEER LEAD

CJ Beyer, PE

CIVIL DESIGN SUPPORT

Rob Watt, PE



SOLAR PV SYSTEM ENGINEER

Sam Mueller (QstN)

TONIA WESTPHAL, PE, LEED AP
CLIENT LIAISON

LOCAL PRESENCE. PROVEN PARTNERSHIP.

Clark Dietz brings a dedicated local presence in Wausau, where we are not just consultants, but members of the same community. Our team has been closely involved in this project from its earliest planning stages, working alongside City staff, attending meetings, and helping shape the vision for a solar facility that meets Wausau's operational and sustainability goals. Because we are here in Wausau, we are readily available to meet in person, respond quickly, and remain fully engaged throughout design and construction. Across the Upper Midwest, we have designed solar arrays for municipalities, utilities, and community solar developers, contributing to more than 140 MW of installed and in-progress solar capacity.

TEAM RESUMES



Tonia Westphal, PE, LEED AP

Client Liaison

Tonia Westphal brings more than 24 years of experience delivering infrastructure and renewable energy projects for municipal and utility clients. Based in Clark Dietz's Wausau office, she has been directly involved in the planning and development of the DWTF Solar Generation Facility, working closely with Utility staff to evaluate system sizing, site layout, and implementation strategies. Tonia specializes in site development, permitting, and multidisciplinary coordination, and she ensures projects move efficiently from planning through construction while aligning with client goals and regulatory requirements.

EXPERIENCE

30 Years

EDUCATION

BS, Environmental Engineering, Michigan Technological University

REGISTRATIONS

Professional Engineer - WI, MI

Relevant Projects:

- Wausau DWTF Solar - Wausau, WI
- Water Treatment Plant Electrical Design - Wausau, WI
- UW Parkside Solar Array Installation - Kenosha, WI
- Jones Dairy Solar Array Installation - Fort Atkinson, WI
- Incobrasa Solar Expansion - Gilman, IL



Lisa Zahrt, PE, LEED AP

Electrical Engineer Lead

Lisa Zahrt has 16 years of experience designing electrical systems for renewable energy and utility infrastructure projects. She specializes in solar array electrical design, grounding systems, utility interconnection coordination, and system modeling. Lisa has successfully delivered electrical designs for multiple solar facilities across Wisconsin and the Midwest, ensuring systems meet utility requirements and operate safely and efficiently.

EXPERIENCE

21 Years

EDUCATION

BS, Electrical Engineering, University of Wisconsin Platteville

REGISTRATIONS

Professional Engineer - WI, IL, MI, MN, KY, IN

Relevant Projects:

- Wausau DWTF Solar - Wausau, WI
- Water Treatment Plant Electrical Design - Wausau, WI
- UW Parkside Solar Array Installation - Kenosha, WI
- Jones Dairy Solar Array Installation - Fort Atkinson, WI
- Incobrasa Solar Expansion - Gilman, IL



Scott Kauzlaric, PE

Electrical Engineer

Scott Kauzlaric is an electrical engineer with focused experience designing solar photovoltaic systems, including ground-mounted and rooftop installations. He supports system modeling, grounding design, equipment coordination, and construction documentation. Scott's attention to detail ensures solar systems meet performance, safety, and code requirements while supporting efficient installation and operation.

EXPERIENCE

11 Years

EDUCATION

BS, Electrical Engineering, University of Wisconsin Platteville

AAS, Electronics and Computer Systems Technician, Northcentral Technical College

REGISTRATIONS

Professional Engineer -WI
Master Electrician, WI

Relevant Projects:

- Wausau DWTF Solar - Wausau, WI
- Water Treatment Plant Electrical Design - Wausau, WI
- UW Parkside Solar Array Installation - Kenosha, WI
- Deer Creek Solar Facility - Marion, IN
- Incobrasa Solar Expansion - Gilman, IL



TEAM RESUMES



CJ Beyer, PE

Civil Technical Lead

CJ Beyer is a civil engineer experienced in the design and construction of renewable energy and municipal infrastructure projects. His expertise includes site layout, grading, stormwater management, access design, and permitting for solar generation facilities. CJ has supported solar array developments across Wisconsin and the Midwest, ensuring designs are constructible, cost-effective, and compliant with local and state regulations. He works closely with project stakeholders to coordinate site design, civil infrastructure, and construction documentation.

EXPERIENCE

11 Years

EDUCATION

BS, Civil Engineering, University of Wisconsin Platteville

REGISTRATIONS

Professional Engineer - WI, IL

Relevant Projects:

- UW Parkside Solar Array Installation – Kenosha, WI
- Jones Dairy Solar Array Installation – Fort Atkinson, WI
- Incobrasa Solar Expansion – Gilman, IL
- Lily Lake CSG Array Installation - Maple Park, IL
- NG IL CSG Glenwood Solar - Chicago Heights, IL



Rob Watt, PE

Civil Design Support

Rob Watt is a civil engineer with extensive experience preparing construction documents and supporting the design of municipal and renewable energy projects. He specializes in site design, drainage, stormwater management, and construction documentation. Rob ensures designs are coordinated across disciplines and aligned with project requirements, permitting agencies, and construction needs. His experience with solar facility design allows him to develop efficient and practical civil solutions that support project success.

EXPERIENCE

7 Years

EDUCATION

BS, Environmental Engineering, Michigan Technological University

REGISTRATIONS

Professional Engineer - WI

Relevant Projects:

- Sanitary Lift Station - Wausau, WI
- Crocker Lift Station - Wausau, WI
- WWTP Design - Random Lake, IL
- Maple Fields Site Development Phase 2 - Jackson, WI
- Schofield Avenue Reconstruction - Weston, WI



Sam Mueller - Subconsultant: QstN

Solar PV System Engineer

Sam Mueller provides solar photovoltaic system engineering, equipment specification, and utility interconnection coordination. He will lead photovoltaic system design, including panel selection, system configuration, and performance optimization. His experience ensures the City receives a reliable, efficient, and constructible solar facility.

Sam is a Vice President with QstN and has over 23 years of experience in energy, utilities, and environmental industries with a focus on energy efficiency, renewables, and distributed energy resources. Sam is a previous board member of the Midwest Energy Efficiency Alliance (MEEA). He also has specific expertise with energy program design and implementation; energy analysis and engineering; project management; contract delivery; organizational leadership; financial management; and innovation. Sam has supported the City of Urbandale, ComEd PSFCA program, City of Wausau, and City of Helena projects as well as numerous other solar consulting, development and deployment projects.

EXPERIENCE

23 Years

EDUCATION

BS, Mechanical Engineering, University of Wisconsin Madison

REGISTRATIONS

North American Board of Certified Energy Practitioners (NABCEP) PV Associate (#PVA-020224-015820)



Solar Array Installations

Various Locations, WI & IL



DATES

2020 - In Progress

PROJECT TEAM

Tonia Westphal, PE, LEED AP
Lisa Zahrt, PE, LEED AP
Scott Kauzlaric, PE
CJ Beyer, PE

CLIENT CONTACT

Ryan Shannon
Sunvest Solar LLC
203 S. Paterson St., Ste. 300
Madison, WI 53703
262.547.1200

Clark Dietz has partnered with SunVest Solar LLC since 2020 to support the development of utility-scale, community, and industrial solar projects across the Upper Midwest. SunVest is a leading solar developer specializing in delivering clean, cost-effective energy solutions for municipalities, utilities, and private industry. Through this ongoing collaboration, Clark Dietz has provided civil, electrical, and structural engineering design, permitting support, and construction phase services for multiple ground-mounted and tracking solar arrays. Below are some recent project examples.

Jones Dairy Solar Array Installation, Ft. Atkinson, WI. This project consisted of electrical, civil, and structural design and construction phase services for a new 2.8 MW DC ground mount, fixed mounted PV system including 8,300 solar panels. The project delivery method was design/build with a leading solar contractor in southern Wisconsin. Services included civil plans with topography, new access road and fencing; site plans detailing layout of solar array equipment, grounding, and conduit routing; power, grounding, and communication one-line diagrams; details for equipment installations; survey for construction layout; and preparation of IFC documents.

UW Parkside Solar Array Installation, Kenosha, WI. Provided electrical, site civil, and structural design services for construction of a new 2.8 MW DC ground mounted PV system array consisting of 8,300 solar panels. The project was done in association with WE Energies to generate clean energy under the Solar Now program sponsored by the Wisconsin Public Service Commission. The project delivery method was design/build. Our services included site civil design including survey, plans with topography, drainage, design of a new access road, and perimeter fencing. Electrical services included site electrical plans with detailed layout of solar array equipment, grounding, conduit routing, power distribution, and communication systems design. Structural work included design of ground mounted supports and pads for exterior electrical gear.

Incobrasa Solar Expansion, Gilman, IL. Provided design and construction services for electrical, mechanical, civil, and structural engineering for a plant expansion to their existing soybean processing plant. Included is interconnect of 5 mW of solar to the incoming medium voltage switchgear with plans for an additional future 10 mW solar. The electrical design included medium voltage equipment and distribution to (12) 2,500 kVA transformers that feed 480 volt draw-out switchgear. Intelligent 480 volt motor control centers were provided with interface to the plant SCADA system for monitoring and control of all motor loads.



Solar Photovoltaic System

Urbana, IL



COMPLETION

Mar 28, 2018

PROJECT TEAM

Tonia Westphal, PE, LEED AP
Lisa Zahrt, PE, LEED AP

CLIENT CONTACT

Rick Manner
Urbana and Champaign
Sanitary District
217.367.3409 x1230
rfmanner@u-csd.com

The Urbana and Champaign Sanitary District retained Clark Dietz to assist with developing a solar photovoltaic system on their Urbana, IL property. The District wished to explore various alternatives to complete the solar project to determine the most beneficial financial option.

Clark Dietz prepared a design report which evaluated the solar photovoltaic system procurement alternatives. Based on the Design Report a Request for Proposals was developed to allow the District to solicit proposals from solar Engineering Procurement Construction (EPC) firms to construct, finance and operate the desired solar photovoltaic system.

It was determined that a nominal 1.5-2.5MW DC (not-to-exceed capacity) ground-mounted PV system should be configured for interconnection with the Ameren Illinois electrical grid.

Clark Dietz provided specifications for a new solar system including wiring standards, panel supports, grounding requirements, transformer requirements, PV panel guidelines, testing, and QAQC procedures.



Largest Carport Solar Array in Michigan

East Lansing, MI



COST
\$22,500,000

AREA
10 Megawatt

COMPLETION
Oct 27, 2017

PROJECT TEAM

Scott Kauzlaric, PE
Emily Basalla, PE, CFM
Diane Thoune, PE
Andrew Ashley, PE
Christopher Houser
Paul Zouski, PE
Sean Marzano, SE, PE
Christel Simonis, CCST
Lisa Zahrt, PE, LEED AP
Tonia Westphal, PE, LEED AP

CLIENT CONTACT

Andrew Proctor
Inovateus Solar, LLC
574.485.1413
andrew.proctor@inovateus.com

As part of the University's long-term strategic solution to provide cost effective, reliable power to over 545 campus buildings, 5 existing parking lots were provided with solar panel parking bays covering 5,000 parking spaces; 40,000 solar panels generate up to 10 MW of power, generating enough electricity to power 1,800 average American homes.

Clark Dietz provided project management and civil and electrical engineering services for largest solar carport project in North America. The project was awarded the Onsite Renewable Energy award by Smart Energy Decisions.

Project features included:

- Review of solar array layout, submittal drawings, and SESC requirements.
- Review for City and University standards conformance; and fencing details.
- System grounding design and study utilizing SKM – GroundMat software for modeling.
- Cable ampacity and pulling tension calculations.
- Details of interconnect to MSU's 13.8kV infrastructure.
- Sizing of electrical conductors, disconnects, fuses and breakers.
- Fault current and coordination study, utilizing SKM software to model the system.



Solar Farm Sites

Detroit and Lapeer, MI



COST

\$100,000,000

AREA

45 Megawatt

COMPLETION

Dec 23, 2017

PROJECT TEAM

Tonia Westphal, PE, LEED AP
Andrea Bretl, PE
Christopher Houser
Emily Basalla, PE, CFM
James Edenburn
Scott Kauzlaric, PE
Christopher Gutkowski, PE, CFM
Lisa Zahrt, PE, LEED AP
Christel Simonis, CCST
Sean Marzano, SE, PE
Chad Larimore
Owen Sharp

CLIENT CONTACT

Justin Johnson
Inovateus Solar, LLC
574.968.2417
justin.johnson@inovateus.com

Clark Dietz provided project management, site civil, structural, and electrical engineering services for this three-site project that is one of the largest utility-owned PV solar arrays east of the Mississippi River. The project generates 45 MW of solar power with 200,000 solar panels, enough to power 9,000 homes.

Project features included:

- Site civil design for developing three sites including storm water management, site drainage, site grading and equipment installation details for a total of about 430 acres.
- Structural work associated with concrete pads for switchgear, transformers, inverters and other electrical equipment.
- System grounding design and study utilizing SKM – GroundMat software for modeling.
- Cable ampacity and pulling tension calculations.
- Details of utility interconnect for 46KV and 4.8KV utility infrastructure.
- Sizing of electrical conductors, disconnects, fuses and breakers.
- Fault current and arc flash study, utilizing SKM software to model the system including labels and PPE requirements for AC side of the infrastructure.



Water Treatment Plant Electrical Design

Wausau, WI



AWARDS

2025 Engineering Excellence
Best of State - ACEC WI

AREA

10 MGD

COMPLETION

Jul 01, 2020

PROJECT TEAM

Scott Kauzlaric, PE
Christel Simonis, CCST
Lisa Zahrt, PE, LEED AP
Mustafa Emir, PhD, PE
Paul Zouski, PE
Tonia Westphal, PE, LEED AP

CLIENT CONTACT

Stephen Opatik
Becher Hoppe Associates, Inc.
330 N. 4th Street
Wausau, WI 54403
715.845.0418
sopatik@becherhoppe.com

Clark Dietz provided electrical engineering services in support of the City of Wausau's new Drinking Water Treatment Facility, working as a subconsultant to Becher-Hoppe Associates. Our team evaluated the existing facility and developed electrical design solutions to support the new treatment plant, ensuring reliable operation and long-term performance.

Services included utility coordination, load analysis, and design of site electrical systems, power distribution, lighting, fire alarm, communications, and security systems. Clark Dietz prepared electrical drawings and specifications, participated in design workshops, and provided bid-phase support by responding to contractor questions and clarifying design intent. Through this work, our team developed a detailed understanding of the facility's electrical infrastructure, operational requirements, and integration needs.



FEE PROPOSAL

WE'RE LOOKING FORWARD TO WORKING WITH YOU

Clark Dietz has prepared the following fee proposal to deliver complete engineering services for the Solar Generation Facility, including design and bidding support. Our proposed scope and fee are structured to provide the City with coordinated, constructible plans, and efficient utility coordination. Our experience designing the DWTF electrical systems and delivering solar facilities throughout the Midwest allows us to perform this work efficiently while minimizing risk and supporting successful project delivery.

Task/Phase	Amount
Planning and Project Concept (Completed Previously)	–
Topographic Survey (City) & Base Mapping	\$5,440.00
Geotechnical Investigation (Coordination Only)	\$2,140.00
Zoning and Site Plan Approvals	\$6,360.00
Project Management, Client Liaison, and QA/QC	\$43,600.00
In-Person Meetings (3)	\$6,410.00
Stormwater Management (NR151/216, City of Wausau)	\$10,040.00
Landscaping - Restoration/Fence (Allowance)	\$25,000.00
Design Services (civil)	\$39,500.00
Design Services (electrical)	\$86,500.00
Bidding Services (substitutions during bidding EXCLUDED)	\$18,900.00
Design Services Total	\$243,890.00
Construction Services (to be negotiated at a later date)	–
Total	\$243,890.00
Additional In-Person Meeting Allowance	\$1,500.00
Additional Virtual Meeting Allowance	\$650.00



Solar RFP2 Design, Bidding & Construction - Average Weighted Score

Selection Criteria	Weighted %	Valdes A&E		Clark Dietz	
		Average Score (1-10)	Weighted Score	Average Score (1-10)	Weighted Score
Firm's key personnel including partners/sub-consultants to work on the project	20%	8	1.6	8	1.6
Firm's approach and understanding of the project	40%	7	2.8	8.67	3.47
Cost to Complete Scope of Services	10%	9	0.9	6	0.6
Firm's location to Wausau and experience working with water/sewer utilities and designing solar projects in the upper Midwest	30%	5.33	1.6	9.67	2.9
Total =		29.33	6.9	32.33	8.57



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

To: Chief Matthew Barnes
From: Lt. Luis Lopes-Serrao
Re: STAR International Police Exchange Program
Date: 01/20/2026

I am writing to request the City permits me to travel on paid duty time for a 14-day work study program.

Deputy Chief Baeten recently shared an opportunity for officers to participate in the STAR International Police Exchange Program, which he had previously participated in. This program affords law enforcement professionals from the United States to travel to Germany and participate in a two-week work study program. Then later in the year, German officers will have the same opportunity here in the United States. In Wisconsin, this typically occurs for them in the Eau Claire region.

I applied for and have been accepted as one of two law enforcement professionals from the State of Wisconsin to participate in the program for this session along with others from elsewhere in the United States. I will be traveling to Frankfurt am Main in the German state of Hesse. While there, I will live with the family of a German police officer and learn about their agency, learn from the challenges they face and the areas in which they are successful.

As part of this program, I will incur costs related to program fees, meals, travel and more. These costs are my responsibility, and I am not seeking the City to cover that. However, I am requesting the City permit me to participate in this program on paid duty time. The purpose of the trip is to further enhance my knowledge as a law enforcement professional and leader in our agency. The information I receive will be beneficial to our agency and our community.

Below are some topics I look forward to learning more about during my time there.

- **Metropolitan Policing:** I will be observing the Hesse State Police which covers a large region including the Frankfurt am Main Metropolitan Area which has a population similar to that of Chicago. This will provide me with an opportunity to learn from a large police organization in general on how they handle the challenges associated with urban policing.
- **Female Officer Recruitment:** An observation Deputy Chief Baeten made during his time in Germany was the high ratio of female police officers in the state he was visiting. The Wausau Police Department has engaged in the 30x30 mission, which seeks to have 30% of our sworn staff be female officers by the year 2030. This will take us being creative in how we recruit our officers to make our department and city more appealing to female candidates. I will learn how they recruit female candidates, how they support them, how they use job-sharing to support maternity leave and more.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

- **Homelessness:** Their community has a visible homeless population. I look forward to learning how they handle the issue of homelessness and how they support that community.
- **Drug Trends:** Learn about illicit drug trends in their community and how they address it through criminal enforcement, drug treatment and any deferred prosecution methods.
- **K-9 Unit:** As the leader of our K-9 program, I would like to see how they train and support their police dogs in Hesse. A challenge we have here is we acquire our dogs pre-trained through vendors rather than train them from the ground up. Many of our dogs come from Europe through our vendor and it would be great information to see how their program is similar or varies from ours.
- **Domestic Violence:** According to a recent study, domestic violence in Germany is at an all time high and they are trying to find solutions on how to support victims. The State of Hesse is using ankle bracelets for offenders based on a Spanish model. I would like to learn how they are working on this challenge and see how their victim resources compare to our program locally.
- **21st Century Policing:** I would like to learn how they are adopting new technologies such as AI, video surveillance and online reporting tools and the challenges or successes they have found with them all.

At the conclusion of this training and experience, I will take all the information I attain back to our department. I will present findings to our leadership team which I believe could be beneficial to our department. I will also develop a presentation to share with our staff about the experience as an educational opportunity. I would also be happy to share that presentation with the committee should they find that information helpful.

Thank you for your consideration in supporting me with this rare and unique opportunity.

Luis Lopes-Serrao

Lt. Luis Lopes-Serrao
Wausau Police Department

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain



Human Resource Committee Packet Memo

March 9, 2026

Agenda Item

Discussion and Possible Action: Shelter Operations Duty Premium Approval for Community Outreach Professional

Background

The current job description and compensation levers for the Community Outreach Professional have not been updated or audited since the inception of the temporary homeless shelter responsibilities in early 2025. External and internal analyses indicate inadequate remuneration as a result of these findings.

Fiscal Impact

Undetermined; non-recurring, one-time reimbursement financed through Wausau Police Department grant funding (ARPA)

Staff Recommendation

Approval of the shelter operations duty premium differential of \$5.20 per hour for shelter services.

Staff contact: Lisa Nowak 715-261-6634 lisa.nowak@wausauwi.gov



January 16, 2026

Shelter Operations Duty Premium

FLSA-Compliant Expanded Duties Compensation
 Community Outreach Specialist/Professional Position

Overview

This document outlines a transparent, internally equitable and market-based methodology for calculating a duty premium to compensate the Community Outreach Specialist/Professional for expanded shelter management responsibilities. This is not a bonus based on performance or outcomes—it is FLSA-compliant compensation that renders the employee whole for documented hours spent performing additional duties beyond the original position scope.

Compensation Methodology

Rationale

The Community Outreach Specialist/Professional position was designed primarily for street outreach and community engagement work. However, operational needs have required this position to also assume shelter operations management responsibilities. Rather than permanently reclassifying the position (as duties will be redistributed April 1st), the City proposes to compensate for these additional duties through an hourly duty premium based on market differentials and established, internally aligned mechanisms.

External Market Analysis

Based on comprehensive salary research of municipal government positions and homeless services roles:

Position Type	Market Average	Source
Community Outreach Coordinator	\$50,752	PayScale
Outreach Coordinator (Government)	\$51,407	Zippia
Homeless Outreach Specialist	\$73,699	Glassdoor
Social & Community Service Managers (Bureau of Labor Statistics - National)	\$83,400	BLS 2023
Social & Community Service Managers (Bureau of Labor Statistics - Wisconsin)	\$80,450	BLS 2023
Homeless Shelter Manager	\$88,027	Salary.com
Green Bay, WI Homeless Outreach Coordinator	\$56,909 - \$61,922	City of GB

Equity Calculation

Component	Amount
BLS Shelter Manager Market Rate (Salary.com)	\$88,027.00
Current Salary (Grade 17)	\$76,668.80
Annual Market Differential	\$11,358.20
Annual Hours (Full-Time)	2,080
Hourly Premium Rate	\$5.46/hour

Internal Equity Analysis

The City's salary grade structure provides an additional methodology for determining appropriate compensation for expanded duties. The Community Outreach Specialist/Professional position is classified at Grade 17, while shelter management and supervisory responsibilities align with Grade 15 duties.

Grade / Position	Minimum	Midpoint	Maximum
Grade 17 - Outreach Professional	\$55,369.50	\$68,099.20	\$77,500.00
<i>Current Salary</i>	<i>\$76,668.80</i>	<i>96.2% of range</i>	
Grade 15 - Shelter Management	\$61,880.00	\$78,374.40	\$92,768.00
Midpoint Differential		\$10,275.20	\$4.94 / hour

Analysis: The employee's current salary of \$76,668.80 places them at 96.2% of the Grade 17 range (112.6% of midpoint). The midpoint differential between Grade 15 and Grade 17 (\$10,275.20 annually, or \$4.94/hour) represents the internal equity adjustment for shelter management responsibilities as established by the City's classification system.

Premium Calculation: Three Methodologies

The City has three defensible methodologies for calculating the shelter duty premium, each grounded in different but complementary rationales:

Methodology	Annual Differential	Hourly Premium
Method 1: Market-Based (External)	\$11,358	\$5.46
BLS Shelter Manager rate (\$88,027) minus current salary (\$76,668.80)		
Method 2: Internal Equity-Based	\$10,275	\$4.94
Grade 15 midpoint (\$78,374.40) minus Grade 17 midpoint (\$68,099.20)		

Method 3: Blended Approach	\$10,817	\$5.20
Average of Methods 1 & 2: (\$5.46 + \$4.94) ÷ 2		

Recommendation

Staff recommends using **Method 3 (Blended Approach) with the \$5.20/hour premium** for the following reasons:

- Balances external market competitiveness with internal equity principles
- Validates internal classification system while acknowledging market realities
- Demonstrates fiscal responsibility while remaining competitive
- Provides defensible rationale from both internal and external perspectives
- Falls between the most conservative (internal only) and most generous (market only) approaches

Compensation Application Scenarios

The following table illustrates how the recommended \$5.20/hour duty premium applies based on documented hours spent performing shelter operations management duties:

Hours on Shelter Duties	% of Full-Time	Calculation	Premium Amount
520	25%	520 × \$5.20	\$2,704
832	40%	832 × \$5.20	\$4,326
1,040	50%	1,040 × \$5.20	\$5,408
1,248	60%	1,248 × \$5.20	\$6,490
1,456	70%	1,456 × \$5.20	\$7,571
1,664	80%	1,664 × \$5.20	\$8,653
1,872	90%	1,872 × \$5.20	\$9,734
2,080	100%	2,080 × \$5.20	\$10,816

The actual premium amount will be determined by the documented hours spent on shelter management duties, verified by supervisor and supported by operational records.

Documentation Requirements

To ensure transparency and accountability in applying this premium, the following documentation is required:

- Detailed time logs showing hours dedicated to shelter operations management duties (distinct from core outreach responsibilities)
- Description of shelter management activities performed (staff supervision, volunteer coordination, facility operations, supply management, emergency response, etc.)

- Supervisor verification of documented hours and activities
- Reconciliation against shelter operational records (nightly staffing logs, incident reports, supply orders, etc.)

Advantages of This Approach

- **FLSA-Compliant Duty-Based Compensation:** Premium compensates for actual documented duties performed, not outcomes or performance—ensuring compliance with wage and hour law for non-exempt employees.
- **Market-Based and Defensible:** Calculation is grounded in published salary data for comparable positions, not arbitrary figures.
- **Transparent and Objective:** Simple hourly calculation that can be easily verified and explained.
- **Directly Tied to Work Performed:** Compensation correlates precisely to documented hours on shelter management duties.
- **Time-Limited:** Premium automatically ends when shelter responsibilities are reassigned on April 1st, avoiding permanent salary structure impacts.
- **Scalable to Actual Duties:** If employee worked 50% time on shelter duties, compensation reflects that. If 80%, it reflects that appropriately.
- **Creates Precedent for Future Similar Situations:** Establishes clear methodology for compensating employees who temporarily assume higher-level responsibilities.
- **Avoids Classification Complications:** No need for permanent position reclassification or salary grade changes that would complicate April transition.

Recommendation

Staff recommends approval of the hourly duty premium approach for the following reasons:

- Provides fair, market-based compensation for documented expanded duties
- Ensures FLSA compliance by compensating non-exempt employees for actual work performed, it is not a discretionary bonus
- Maintains fiscal responsibility by tying compensation directly to documented hours
- Establishes transparent, replicable methodology for similar future situations
- Automatically concludes when duties are reassigned, avoiding permanent position structure complications
- Provides clear documentation trail for audit and accountability purposes

City of Wausau
CONTRACT FOR SERVICES
(Design Professionals)

1. PARTIES.

This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and KUENY ARCHITECTS LLC ("Contractor").

The Contractor is a: Corporation Limited Liability Company General Partnership
 Sole Proprietor Other: _____

2. PROJECT DESCRIPTION.

The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, need to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full-sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location. The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility. Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s) which are attached to and incorporated herein as part of this Contract:

See Attachments Appendix B – Kueny Architects LLC RFP Submittal and Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

[List all attachments here by name, attach and label them accordingly].

Appendix A – Price Sheet

Appendix B – Kueny Architects LLC RFP Submittal

Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

(Collectively referred to as "Attachments").

Order of Precedence. In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be: **February 24th, 2026 – December 31st, 2026**

5. ENTIRE AGREEMENT.

This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed: \$47,200 based on Appendix A – Price Sheet.

7. PAYMENT.

- (a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth in the Attachments. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.
- (b) The Contractor shall submit invoices to the City on a monthly basis. Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.
- (c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.
- (d) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under this Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Contract.
- (e) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or any other Contract.
- (f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

- (a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- (b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City or in the event of unavoidable delay as set forth in Section 17.
- (c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.
- (d) Contractor shall notify the City in writing when the Contractor has determined that the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, it will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

- (a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.
- (b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with ten (10) days written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
- (c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's acts, errors, omissions or negligence in the performance of this Contract.

13. INSURANCE.

The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

14. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (collectively referred to as "Documents") which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract without the prior written permission of the City in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101.

15. CONTRACTOR AUTHORITY.

Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.

This Contract shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract.

17. FORCE MAJEURE.

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

19. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

20. NO WAIVER.

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.

During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.

This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.

Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.

Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.

Time of performance under this Contract is of the essence.

26. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

CITY: _____
(Department Head)

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR: _____

27. CHOICE OF LAW.

This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first above written.

CONTRACTOR:

(Name of Contracting Entity)

By: _____
(Signature)

(Name and Title of Person Signing)

Date: _____

CITY OF WAUSAU

BY _____
Doug Diny, Mayor

Attest:

_____, Clerk

Date: _____

REQUEST FOR PROPOSAL COVER SHEET FACILITY CONDITION ASSESSMENT & FEASIBILITY STUDY FOR THE WAUSAU AREA TRANSIT SYSTEM WAUSAU, WISCONSIN

SOLICITATION NUMBER (must be included on all proposal documents that are submitted)	WFS2026
THIS SOLICITATION CLOSSES ON	1/5/2026 at 4 PM CT

Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.

SUBMIT PROPOSALS/OFFERS TO	Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Ron Schuenke, Transit Director, 715-261-6565 or Ronald.Schuenke@wausauwi.gov
ITEMS OR SERVICES TO BE PURCHASED	The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, are requesting proposals to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location.

SIGNIFICANT EVENTS/DATES

ISSUE DATE	12/2/2025
-------------------	-----------

LAST DAY TO SUBMIT QUESTIONS	12/19/2025 at 4 PM CT
PROPOSAL CLOSING DATE	1/5/2026 at 4 PM CT
ESTIMATED EVALUATIONS BEGIN	1/6/2026
ESTIMATED EVALUATIONS COMPLETED	1/14/2026
ESTIMATED CONTRACT AWARD DATE	1/15/2026
ESTIMATED CONTRACT START DATE	2/1/2026

There will not be a public opening for this RFP

REQUEST FOR PROPOSALS

Services

Issued By City of Wausau (Metro Ride)

Date Issued 12/2/2025

**Proposals must be submitted no later 1/5/2026 at 4 PM CT
than**

-
- Late PROPOSALS will be rejected. PROPOSALS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due.
 - PROPOSALS dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office.
 - Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. PROPOSALS must be submitted separately, i.e., not included with sample packages or other PROPOSALS.
 - Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
 - Proposer should contact the person named below for an appointment to view the Proposal record. PROPOSALS shall be firm for acceptance for sixty (60) days from date of Proposal opening, unless otherwise noted.
 - The attached terms and conditions apply to any subsequent award.
 - There will be no public proposal openings

SUBMITTING THE PROPOSAL

Offerors must submit proposals via one of the following method(s):

One electronic copy delivered through email
Ronald.Schuenke@wausauwi.gov

The submittal must include all required documentation organized and named as detailed in this RFP.

Table of Contents

DEFINITIONS.....	9
1.0 GENERAL INFORMATION.....	11
1.1 GENERAL DESCRIPTION	11
1.2 CONTRACT TERM.....	11
1.3 NUMBER OF CONTRACTS	11
1.4 PROCUREMENT MANAGER	11
1.5 FEDERAL PARTICIPATION	12
1.6 CONTRACTOR SELECTION.....	12
1.7 CONTRACT TERM PRICE OPTIONS.....	12
1.8 CONTRACT MODIFICATIONS.....	13
1.9 COMPLETENESS AND VALIDITY OF OFFERS.....	13
1.10 CORRESPONDENCE RELATED TO THE SOLICITATION.....	13
1.11 REASONABLE ACCOMMODATIONS	13
1.12 WISCONSIN PUBLIC RECORDS LAW.....	13
1.13 FEDERAL PUBLIC RECORDS LAW.....	14
1.14 ORDER OF PRECEDENE	14
2.0 PRE-PROPOSAL CONFERENCE	14
3.0 PROPOSAL SCHEDULE.....	14
4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS.....	15
5.0 PROPOSAL FORMAT	16
5.1 PROPOSAL FORMAT	16
5.2 COVER LETTER	16
6.0 CONTRACT DELIVERABLES.....	16
6.1 MINIMUM QUALIFICATIONS	17
6.2 ESTIMATED NUMBER OF HOURS	18
6.3 PERFORMANCE REQUIREMENTS	18
7.0 PROPOSAL CONTENT	21

7.1	OFFEROR IDENTIFICATION	21
7.2	OFFEROR’S LEGAL STATUS.....	21
7.3	CHIEF EXECUTIVE OR ADMINISTRATOR OF THE ORGANIZATION.....	21
7.4	OFFEROR’S AUTHORIZED REPRESENTATIVE	21
7.5	OFFEROR’S BUSINESS FUNCTION	21
7.6	MINIMUM QUALIFICATIONS	21
7.7	SERVICE BACKGROUND	22
7.8	SERVICE HISTORY.....	22
7.9	SERVICE HISTORY.....	22
7.10	REFERENCES	22
7.11	REFERENCES IMPLEMENTATION.....	22
7.12	KEY PERSONNEL	23
7.13	VOLUNTEER STAFF	23
7.14	PAID STAFF	23
7.15	FINANCIAL STABILITY DOCUMENTATION.....	23
7.16	INSURANCE COVERAGE	24
7.17	RECORD-KEEPING.....	24
7.18	PRICING PROPOSAL	24
7.19	FEDERAL CLAUSES FOR FEDERAL CONTRACTS – APPENDIX I.....	25
7.20	STANDARD TERMS AND CONDITIONS - APPENDIX G AND H	25
7.21	ADDITIONAL RELEVANT INFORMATION.....	25
8.0	EVALUATION AND AWARD PROCESS.....	25
8.1	EVALUATION COMMITTEE.....	25
8.2	PRELIMINARY EVALUATION.....	25
8.3	RIGHT TO REJECT PROPOSALS.....	26
8.4	SCORING OF TECHNICAL PROPOSALS	26
8.5	ADDITIONAL FACTORS FOR PROPOSAL CONSIDERATION (PRIOR TO EVALUATING PRICE)	26
8.6	FINAL EVALUATION	27
8.7	EVALUATION SUMMARY	27
8.8	CONTRACT AWARD.....	30
8.9	NOTIFICATION OF INTENT TO AWARD	31
8.10	APPEALS PROCESS	31
9.0	CONTRACT ADMINISTRATION INFORMATION	32
9.1	CONTRACT ADMINISTRATOR	32

9.2	TECHNICAL ADMINISTRATOR	32
9.3	INSPECTION ADMINISTRATOR	32
9.4	CONTRACT PAYMENT ADMINISTRATOR	32
10.0	CONTRACT CLAUSES (SEE APPENDIX I FOR FEDERAL CLAUSES FOR FEDERAL CONTRACTS).....	32
10.1	FORCE MAJEURE	33
10.2	HOLD HARMLESS/IMDEMNIFICATION	33
10.3	PAYMENT TERMS	33
10.4	CONTRACT FUNDING	34
10.5	REFERENCE TO CONTRACT	34
10.6	SHIPPING	34
10.7	ASSIGNMENT, TRANSFER AND SUBCONTRACTING	34
10.8	CONFORMANCE WITH CONTRACT	34
10.9	FEDERAL FUNDING AND SPECIAL REQUIREMENTS.....	34
11.0	PROPOSAL PROCEDURE AND INSTRUCTIONS	35
11.1	SOLICITATION EXAMINATION.....	35
11.2	ALTERATION OF SOLICITATION DOCUMENT	35
11.3	INTERPRETATIONS OR REPRESENTATIONS	36
11.4	SATISFACTORY OF REQUIREMENTS	36
11.5	U.S. FUNDS.....	36
11.6	PROPOSAL PRICES.....	36
11.7	RFP CONSIDERATION OF ALL INHERENT COSTS.....	36
11.8	RFP FIXED PRICING	37
11.9	EXTENSION OF PROPOSAL PRICES	37
11.10	VENDOR QUESTIONS AND CLARIFICATIONS.....	37
11.11	RFP CLARIFICATIONS.....	37
11.12	SOLICITATION AMENDMENTS	38
11.13	LATE PROPOSALS AND PROPOSALS.....	38
11.14	METHOD OF PROPOSAL	38
11.15	MULTIPLE PROPOSALS	39
11.16	INCURRING COSTS	39
11.17	WITHDRAWAL OF PROPOSALS	39

12.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS 40

12.1 DEPARTMENT 40

12.2 REGISTRATION AND LICENSES 40

12.3 WARRANTIES 40

12.4 DISADVANTAGE BUSINESS ENTERPRISE (DBE) 41

13.0 PROPOSAL SUBMISSION 41

13.1 RFP GENERAL INSTRUCTIONS 41

13.2 RFP PROPOSAL SUBMITTAL 41

13.3 EMAIL SUBMITTAL(S) 41

13.4 RFP PRICING PROPOSAL SUBMISSION 41

13.5 RFP PROPOSAL ORGANIZATION AND FORMAT 42

13.6 RFP PRESENTATIONS AND DEMONSTRATIONS 44

13.7 LATE PROPOSALS, PROPOSAL MODIFICATIONS, OR PROPOSAL WITHDRAWALS 44

13.8 AUTHORIZED SIGNATURE 45

13.9 DESCRIPTIVE LITERATURE 45

13.10 RFP COMPLETE RESPONSES 45

13.11 VENDOR REFERENCES 46

14.0 SELECTION AND AWARD PROCESS 46

14.1 PRELIMINARY REVIEW AND ACCEPTANCE OF PROPOSAL 46

14.2 RFP EVALUATION COMMITTEE 46

14.3 RFP ACCEPTED PROPOSALS 46

14.4 RFP AWARD AND FINAL OFFERS 47

14.5 CONTRACT AWARD 47

Appendix A - Pricing Proposal (Excel)

Appendix B - Proposal Signature Page

Appendix C – Affidavid of Non-Collusion

Appendix D – Proposer Information

Appendix E – References

Appendix F – Designation of Confidential and Proprietary Information

Appendix G – Standard Terms & Conditions (DOA-3054 (R08/2016))

Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

Appendix I - Federal Clauses for Federal Contracts (Separate Document)

Appendix K – Insurance
Appendix L – Record Keeping

DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
Agency	City of Wausau (Metro Ride)
Proposer	The entity submitting a Proposal in response to this RFP.
Contract Administrator	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contract Manager	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract	The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
Disadvantage Business Enterprise (DBE)	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory.

May	Indicates something that is not mandatory but permissible.
Procurement Manager	The person responsible for managing this procurement process.
Responsible	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
Responsive	A proposal that conforms in all material respects to the requirements set forth in the RFP.
RFP	This Request for Proposal.
State Holidays	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
Supplier:	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor:	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer or Proposer.

1.0 GENERAL INFORMATION

1.1 General Description

The City of Wausau (Metro Ride) is seeking Proposals from qualified contractors to provide a facility condition assessment & feasibility study for the wausau area transit system.

The PROCURING AGENCY intends to use the results of this solicitation to award a contract to a Proposer for the aforementioned services.

The PROCURING AGENCY makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured. The PROCURING AGENCY reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award.

1.2 Contract Term

One (1) contract will be awarded. The Contract which will cover the period February 1, 2026 through December 31, 2026 (**11-Month Base Contract**). The contract will contain **no optional renewals**.

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

1.3 Number of Contracts

It is the intention of the agency to award **One contract** for the **services** required in this solicitation.

1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **WFS2026** and be directed to the agency Procurement Manager: **Ron Schuenke**. ronald.schuenke@wausauwi.gov

Any contact or communication with any employee or officer concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact

or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$100,000) fund this contract, in whole or in part (Section 5304). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

1.6 Contractor Selection

The Municipality reserves the right to award a contract to a Vendor without clarifications, discussions, or negotiations following an evaluation of which Vendor is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Vendors should always submit their best technical and price proposal from the onset.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.
3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

1.7 Contract Term Price Options

Proposers must price **1** base contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **11 Months with no option periods**. Proposers are required to submit a firm-fixed price for the contract base period (first one contract year) that covers all operating and administrative costs of performing the service.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

1.8 Contract Modifications

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal.

All modifications must be made in writing and signed by both parties.

1.9 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Proposals. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing proposal.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Proposals are submitted.

1.10 Correspondence Related to the Solicitation

Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

1.11 Reasonable Accommodations

City of Wausau (Metro Ride) can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

1.12 Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise proposer request for records it has designated as

proprietary or confidential. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year.

1.13 Federal Public Records Law

The Supplier must maintain the following records which will be available to the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year and the grant has been closed.

1.14 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Document
2. Official Purchase Order
3. Proposal response as accepted by The Agency
4. The Agency's Published Request for Proposals

2.0 PRE-PROPOSAL CONFERENCE

City of Wausau (Metro Ride) will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

City of Wausau (Metro Ride) intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed

below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

At the time of issuance, the procurement schedule shall be as follows:

Date	Event
12/2/2025	Issue Request for Proposals (RFP)
12/19/2025 at 4 PM CT	Due date for submitting questions
12/23/2025 at 4 PM CT	Issue written response to questions - <i>Estimated</i>
1/5/2026 at 4 PM CT	Due date for submitting Proposals - Late submissions will not be accepted
1/6/2026	Proposal Evaluation Starts - <i>Estimated</i>
1/12/2026	Oral presentations, as needed (1 hour each, if needed)
1/12/2026	Call for Best and Final Offers (if needed)
1/14/2026	Due date for submitting Best and Final Offers
1/14/2026	Final approvals for award - <i>Estimated</i>
1/15/2026	Notification of Intent to Award - <i>Estimated</i>
1/29/2025	Issue "Notice to Proceed" - <i>Estimated</i>
2/1/2026	Contract Start Date – <i>Estimated</i>

4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.

- C. **Proposals received after the due date and time will be considered late Proposals and will not be accepted.** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

5.0 PROPOSAL FORMAT

5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in this RFP Hard Copy or email. If electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 ½" x 11" page format.

5.2 Cover Letter

The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

6.0 CONTRACT DELIVERABLES

The City of Wausau (Metro Ride), (hereinafter referred to as Municipality or City), is soliciting Proposals from firms (also may be referred to as Offeror or Contractor) to provide a facility condition assessment & feasibility study.

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

The following contract deliverables must be met at no additional cost above the pricing provided in the Proposal.

Before the award of any Contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation.

6.1 Minimum Qualifications

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

This RFP is to obtain the professional services of a qualified licensed, registered, or certified firm to provide a site condition assessment and feasibility study.

- A. To be considered for award, your company must have at least three (3) years prior organizational history for Professional Services by a person licensed, registered, or certified.
- B. The vendor must possess creativity and have experience with transportation and facility design. The vendor is responsible for submitting appropriate qualifications.
- C. The vendor must possess creativity and have experience with transportation and building planning and initiatives. The vendor is responsible for submitting appropriate qualifications.

6.2 Estimated Number of Hours

The estimated number of hours to complete this project is: **550 hours**

Firms should base their pricing on completing the required deliverables within this number of hours. The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract.

6.3 PERFORMANCE REQUIREMENTS

The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility.

Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

TASK #1

Prepare an independent assessment of the existing conditions of the Metro Ride Bus Maintenance Facility.

This will be an existing conditions assessment of the current bus maintenance facility. The consultant shall inspect the substructure, shell, interior conveyance, plumbing, HVAC, fire protection, electrical, equipment, and the surrounding site for any deficiencies and note them. Additional components of this assessment include notation of any maintenance equipment that is lacking for service of an electrical fleet, flood plain consideration, an analysis of the electrical infrastructure available at the current facility and environmental considerations at the facility.

TASK #2

The consultant will conduct a discussion with Metro Ride staff, local staff, and decision makers to determine perspectives on future needs of Metro Ride and constraints related to modification of the existing facility versus construction of a new site.

The consultant should develop a decision matrix to determine suitability of sites. Factors would include (but may not be limited to) cost, ability to meet the needs of Metro Ride, site considerations, ability to acquire land, etc. NOTE: Any alternative sites will need to be located within the City of Wausau and preferably owned by the city.

TASK #3

Investigate if it is possible and financially prudent to invest capital funds in modernizing the existing facility and establish a probable development budget for such an initiative.

Once the analysis is complete, using the data collected, the consultant will prepare a cost benefit/analysis that will examine the possibility of retrofitting the existing facility, bringing it up to proper building standards and able to facilitate an electric bus fleet, as opposed to constructing a new facility at a new location. The estimated dollar cost for each option shall be included.

At a high level, this task should also include estimated annual capital and operating costs associated with this facility (building and infrastructure for maintaining fleet).

TASK #4

Prepare a functional space needs assessment for a new maintenance facility that will best serve Metro Ride's current and anticipated future activities and prepare a development budget for this new facility. Develop a list of potential sites suitable for a new maintenance facility.

Regardless of the results of task #1-3, the consultant will develop an inventory of space needed for a new bus maintenance facility, including the exterior spaces such as landscaping and parking. Additionally, a list of maintenance equipment needed to operate the facility is required. The consultant will also list the required square footage of each building space and develop a preliminary cost for each. At a high level, this task should also include estimated annual capital and operating costs associated with these facilities (building and infrastructure for maintaining fleet).

Based on the requirements for a new facility determined in Task 2, create a list of up to 4 new sites located within the City of Wausau city limits that meet the parameters for the placement of a new bus maintenance facility. One of these sites, to be selected by Metro Ride, shall have an in-depth analysis performed, similar to the analysis done in Task #1, including an analysis of the impact on non-revenue miles compared to the existing site, vehicle accessibility, and environmental issues. This chosen site will also have high-level environmental scoping completed to include:

- Define nature and purpose of the development/action.
- Outline potential environmental impacts and significance (if known) for the site.
- Additional information needed to conduct environmental assessments if development moves forward.
- Permitting considerations.
- Anticipated agency consultations.

- Potential public concerns and impacts to the community. Also, generally outreach that would be needed if design moves forward.

TASK #5

Technical Memo and Report

Specific work products to be issued at completion of the project will include a technical memo and report upon completion of the existing conditions assessment, as well as the analysis of potential future sites and a finalized consultant's report.

TASK #6

Presentations

The consultant will be asked to present to the Wausau Transit Commission, possibly the Wausau City Council, and the Wausau MPO as part of the final work product. Virtual attendance would be possible.

ANTICIPATED MEETINGS

The selected consultant shall plan to examine the bus maintenance facility in-person. A meeting shall take place (in-person) to go over the deficiencies of the current building/site with Metro Ride staff. The meetings for Task #2 can be conducted virtually. The consultant should plan for 2-3 status update meetings, and 1-2 other meetings during completions of Tasks #3-#6. These meetings should be virtual to reduce travel costs.

As part of the final product, the consultant will also need to present the findings to the Wausau City Council, Wausau Transit Commission, and the Metropolitan Planning Organization Commission.

END PRODUCTS

The following summarizes the documentation to be furnished under the terms of the contract. The consultant shall submit the following:

1. A PDF version of the draft version of the document.
2. A PDF version of the final version of the document.
3. All computer-generated files related to the Technical Memorandum, presentation materials, final documents, and all graphics and maps submitted in the format to be agreed upon by the consultant, Metro Ride and MPO staff.
4. WATS will provide and distribute copies of the documents to the following:
 - Transit Commission
 - Wausau City Council

- Wausau MPO

7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be evaluated in accordance with this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal.

Information Pertinent to the Offeror and Offeror's Proposal. The proposal must include the following information:

7.1 Offeror Identification

Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.

7.2 Offeror's Legal Status

Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).

7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

7.4 Offeror's Authorized Representative

Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.

7.5 Offeror's Business Function

Describe the major business function(s) or activities of the organization.

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 6.1 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

7.7 Service Background

Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

7.8 Service History

Restate each Performance Requirement found in section 6.3 and provide a synopsis of how the Offeror will meet these Performance Requirement.

- Provide a description of your work approach to the tasks as identified in the PERFORMANCE REQUIREMENTS found in section 6.3. In addition, identify and describe potential services that may have applicability. Any concepts, techniques, and tools which you intend to utilize in preparing the study should be included.
- Identify data which will be needed to conduct the study. Identify if the data will be provided and/or collected by consultant or supplied by Metro Ride.
- Provide a description of all additional subcontracts and associations with other firms you propose to utilize in the performance of this work. Fully explain the intended working relationships and responsibilities of each firm, as well as any examples of past experiences working together and also working with Wausau Metro Ride or Marathon County, WI (Wausau MPO).

7.9 Service History

Provide information about your service history. Vendor must include:

- Provide a PDF versions of 1- 3 comparable studies or projects completed or undertaken by the project manager you are proposing for this project.

7.10 References

Using **Appendix E - REFERENCES**, provide the names of at least three (3) agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

7.11 References Implementation

Vendor must provide project details for the references provided in Appendix E.

- Provide the dates over which the projects were conducted.
- Provide a summary of what type of project was conducted for the reference.
- Provide the status of implementation of your recommendations for these projects.

7.12 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

Provide PDF versions of resumes of all professionals who will be actively working on this project. Resumes should list related project experience and general project duties.

7.13 Volunteer Staff

Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. **Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years.**

Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

7.14 Paid Staff

Specifically discuss or describe:

- A. How many full-time employees are currently on staff;
- B. How many part-time employees are currently on staff; and
- C. The minimum hiring criteria for drivers and how compliance is checked.

7.15 Financial Stability Documentation

- A. *Financial Statement.* In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than one year from proposal due date.
- B. *Liens and Judgments.* Provide any documentatio and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP.

7.16 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix K - Insurance**

7.17 Record-Keeping

Briefly describe the Offeror's record-keeping capabilities as they relate to the contract (if not already noted elsewhere in this proposal) in **Appendix L – Record Keeping**

7.18 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Pricing proposal.

This submitted pricing proposal must include direct labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, printing, and per diem.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified. The submitted price must apply to any number of hours purchased, up to the contract's maximum.

This is a firm-fixed price contract for a base period of 11 months with a no option period. Proposers are required to submit a firm-fixed price for the contract base period that covers all operating and administrative costs of performing the service.

7.19 Federal Clauses for Federal Contracts – Appendix I

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. PROPOSALS received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

Proposals that do not comply with the Federal Clauses will be disqualified. Federal clauses cannot be negotiated or changed.

7.20 Standard Terms and Conditions - Appendix G and H

By submitting a proposal the vendor is agreeing to all Terms and Conditions included in Appendix G – Standard Terms & Conditions (DOA-3054 (R08/2016) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)). Proposals that do not comply with the standard terms and conditions will be disqualified. Standard terms and conditions cannot be negotiated or changed.

7.21 Additional Relevant Information

Submit any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications..

8.0 EVALUATION AND AWARD PROCESS

8.1 Evaluation Committee

The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee.

Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.

8.2 Preliminary Evaluation

Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory

requirements, the evaluation committee reserves the right to continue the evaluation of the Proposals, which most closely meet the minimum and mandatory requirements of this RFP.

8.3 Right to Reject Proposals

The Issuing Agency reserves the right to accept or reject any or all PROPOSALS or Proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Issuing Agency.

8.4 Scoring of Technical Proposals

Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror.

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*).

The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price Proposals will remain sealed at this point.

8.5 Additional Factors for Proposal Consideration (prior to evaluating price)

Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results.

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate

interview requests from the evaluation committee may result in rejection of that Offeror's proposal.

8.6 Final Evaluation

Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores.

The evaluation committee's scoring will be tabulated by the evaluation committee administrator and Proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores.

Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrator.

8.7 Evaluation Summary

Proposals will be evaluated and scored using the methodology described below. Technical factors are: *Professional Competence, Capacity, and Experience*. *Price* is rated solely by the evaluation committee Chair.

A. EVALUATION FACTORS (CRITERIA) - A total score of 100 points is possible.

Professional Competence (Maximum 20 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.

Experience (Maximum 25 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Price (Maximum 30 Points) - The competitiveness of the offered prices.

B. RATINGS FOR EACH TECHNICAL EVALUATION FACTOR - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 70 points or less (price is scored separately at a maximum value of 30 points).

C. RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**

D. PRICE SCORING - The Procurement Administrator will evaluate pricing Proposals and assign scores to each Offeror based upon the sum total of the offered Hourly Service Rate (HSR) for the base and each option years (i.e., HSR for Year 1 & 2 + HSR for Year 3 + HSR for Year 4 + HSR for Year 5 = Total HSR). Price points will be assigned as follows:

- Lowest total price (including option years) – 100% of 30 points
- Second lowest price (including options years) – 80% of 30 points
- Third lowest price (including option years) – 60% of 30 points
- Fourth lowest price (including option years) – 40% of 30 points
- Fifth lowest price (including option years) – 20% of 30 points
- Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

OFFEROR A

<i>Competence</i>	Good	20 points x .80	=	16 points
<i>Capacity</i>	Excellent	25 points x 1.0	=	25 points
<i>Experience</i>	Good	25 points x .80	=	20 points
Total Technical Evaluation Score			=	61 points
<hr/>				
<i>Price</i>	Points assigned for lowest total price		=	30 points
<hr/>				
Total Evaluated Score for Offeror A			(61 + 30)	= 91 points
Offeror Ranking				First

OFFEROR B

<i>Competence</i>	Excellent	20 points x 1.0	=	20 points
<i>Capacity</i>	Good	25 points x .80	=	20 points
<i>Experience</i>	Good	25 points x .80	=	20 points

Total Technical Evaluation Score	=	60 points
<i>Price</i>	Points assigned for second lowest total price	= 24 points
Total Evaluated Score for Offeror A	(60 + 24)	= 84 points
Offeror Ranking		Second

8.8 Contract Award

- A. **Proceed with Award.** The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR
- B. **Schedule oral presentations.** With prior WisDOT approval AND BEFORE pricing Proposals are opened, Offerors will be provided with a list of questions or issues concerning their Proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their Proposals.

Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their Proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing Proposals to determine the apparent successful Offeror; OR

- C. **Schedule negotiations.** With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a "short" list of the top-ranked (usually no more than three offerors).

This "short" list is determined after the Procurement Administrator has opened pricing Proposals and made a clear point demarcation between offerors who have made the "short" list and those who have not. Following negotiations, offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their Proposals as a result of the negotiations.

The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing Proposals before making a determination of the apparent successful Offeror.

8.9 Notification of Intent to Award

All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP.

8.10 Appeals Process

- A. Notices of an "intent to protest" and "protests" must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the *Transit Procurement Manager, 4822 Madison Yards Way, Sixth Floor South, Madison, WI 53705*
- B. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
- C. Protests can be filed at any point through the solicitation process. However, a written notice of "intent to protest" must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.
- D. The complete written "protest" must be provided to the same addressees, (as provided above for the written "intent to protest") within (10) working days after the Notice of Intent to Award is issued.
- E. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.
- F. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the

issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

9.0 CONTRACT ADMINISTRATION INFORMATION

9.1 Contract Administrator

The authorized individual responsible for administering this contract after award is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565
Ronald.Schuenke@wausauwi.gov

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 9.1, above).

9.3 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565
Ronald.Schuenke@wausauwi.gov

10.0 CONTRACT CLAUSES (SEE APPENDIX I FOR FEDERAL CLAUSES FOR FEDERAL CONTRACTS)

The Agency reserves the right to negotiate the following terms and conditions when it is in the best interest of the agency to do so. Vendors may not submit their own Contract document as a substitute for the Agency's Terms and Conditions.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

10.1 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

10.2 Hold Harmless/Indemnification

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

10.3 Payment Terms

Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices.

10.4 Contract Funding

To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the Agency reserves the right to negotiate the pricing and terms at the time of contract renewal.

As required by Wisconsin Statutes, continuance of a Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

10.5 Reference to Contract

The contract or purchase order number **MUST** appear on all invoices in order for the invoice to be considered a properly executed invoice. The contract number must also be identified on all packing lists, packages, and correspondence pertaining to the contract.

10.6 Shipping

Supplies shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

10.7 Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

10.8 Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

10.9 Federal Funding and Special Requirements

Federal grant monies \$100,000 fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements.

This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>

11.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

11.1 Solicitation Examination

Vendors are responsible for examining all solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Proposer/offeror.

Should the vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the vendor shall promptly notify the procurement officer in writing.

The Proposer/offeror making such request will be solely responsible for its timely receipt by the authorized procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation that must be acknowledged by all Proposers/offerors when submitting their Proposals/offers.

11.2 Alteration of Solicitation Document

In the event of inconsistencies or contradictions between language contained in the solicitation document and a vendor's response, the language contained in the original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

11.3 Interpretations or Representations

The Issuing Agency assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are incorporated into a formal written addendum to the solicitation.

11.4 Satisfaction of Requirements

Requirements identified in this solicitation must be satisfied, or a functional equivalent Proposal submitted, which is acceptable to the Issuing Agency. Proposers who do not meet this criterion may be disqualified from further consideration.

A Proposer must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or in whole, may be cause for disqualification of the entire Proposal response. Any exceptions taken by the Vendor must be clearly identified on the Proposal forms.

11.5 U.S. Funds

All prices Proposal must be in U.S. dollars. All contract payments will be made in U.S. dollars.

11.6 Proposal Prices

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this solicitation, but shall include all charges and expenses in connection with the packing of the products and their carriage to the designated place of delivery unless specifically excluded.

Proposal prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Agency.

11.7 RFP Consideration of All Inherent Costs

Proposal prices must take into consideration all inherent costs of providing the services described in the RFP.

11.8 RFP Fixed Pricing

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the Agency and the Contractor. Contractor must provide supporting documentation when requesting price changes.

11.9 EXTENSION OF PROPOSAL PRICES

In the case of error in the extension of prices in the Proposal, the unit price will govern. In a lot Proposal, the lot price will govern.

11.10 Vendor Questions and Clarifications

Any questions, exceptions, or additions concerning this RFP must be submitted in writing on or before December 19 2025 to: Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 3.0. Questions must be submitted to the Procurement Manager.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or addendums will be posted on Vendor Net.

11.11 RFP Clarifications

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify (Ron Schuenke) at Ronald.Schuenke@wausauwi.gov via e-mail **NO PHONE CALLS.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addendums or amendments will be provided via Vendor Net.

Proposers are encouraged to log into Vendor Net periodically during the RFP process. The person who is registered for the Proposer on Vendor Net should get an email any time a change is made to the RFP.

No phone calls, emails or other correspondence to other Agency staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial. Proposers shall rely only on written statements issued by the Procurement Manager.

11.12 SOLICITATION AMENDMENTS

If the solicitation is amended, then all terms and conditions that are not modified remain unchanged. It is the Proposer's/offeror's responsibility to keep informed of any changes to the solicitation.

Proposers/offerors must sign and return with their Proposal/offer an Acknowledgment of Addendum for any addendum issued. In sealed Proposal procurements, PROPOSALS that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

11.13 LATE PROPOSALS AND PROPOSALS

Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It is solely the vendor's risk to ensure delivery of proposals/offers at the designated office by the designated date and time. Late Proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed, if so requested.

11.14 Method of Proposal

Attachment A contains the Pricing proposal for this solicitation, and must be completed in full and returned at the time of Proposal. Vendors may not alter the Pricing proposal in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Proposal.**

Pricing submitted must include all costs to furnish the services included in the Proposal, in accordance with the terms and conditions of this RFP, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Proposal:

- A. Delivery location fees
- B. Small Order/Minimum Order fees
- C. Special Order fees
- D. Purchasing Card (P-Card) related charges
- E. Return/Restocking fees

All prices must be quoted in U.S. Dollars.

11.15 Multiple Proposals

Multiple Proposals from a single Vendor will be permissible; however, each Proposal must conform fully to the requirements for response. Each such Proposal must be separately submitted and should be labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

11.16 Incurring Costs

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the Proposer/offeror. The Issuing Agency is not liable for any expense incurred by the Proposer/offeror in the preparation and presentation of their Proposal/offer or any other costs incurred by the Proposer/offeror prior to execution of a purchase order or contract.

11.17 Withdrawal of PROPOSALS

PROPOSALS shall be irrevocable until Contract award unless the Proposal is withdrawn. Vendors may withdraw a response at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager.

If a previously submitted response is withdrawn before the deadline for Proposal, the Vendor may submit another response at any time up to the Proposal closing date and time.

12.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS

12.1 Debarment

The contractor certifies, by submitting this Proposal or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

If the contractor cannot certify this statement, attach a written explanation for review by the Issuing Agency and WisDOT.

12.2 Registration and Licenses

The contractor certifies, by submitting this Proposal or proposal, that it is properly registered and licensed to conduct business within the State of Wisconsin and the local jurisdiction in which this solicitation is issued and any resultant contract awarded.

The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract requires the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

12.3 Warranties

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the Issuing Agency.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

12.4 Disadvantage Business Enterprise (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

13.0 PROPOSAL SUBMISSION

13.1 RFP General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

13.2 RFP Proposal Submittal

Refer to Section 4 and Section 13.5.

13.3 Email Submittal(s)

Email submittal(s) are also allowed in lieu of a physical response to the procurement Vendor is submitting their response through email, the submittal must include all required documentation organized and named as detailed in this RFP.

Email submissions must be submitted to: Ronald.Schuenke@wausauwi.gov

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All responses MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by the agency will be the submittal time. **Proposals received after the submittal time will be considered late and rejected.**

13.4 RFP Pricing Proposal Submission

Refer to Section 4 and Section 13.5.

13.5 RFP Proposal Organization and Format

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential on the designated form will be treated as such. **Proposer shall not label or identify their entire Proposal as confidential.**

Tab 1 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 2 – RFP Cover Sheet, Signature Page and Required Forms: Provide a transmittal letter that clearly identifies all of the following:

- A. Proposer's organization information:
 - a. Name and title of Proposer representative;
 - b. Name and address of company;
 - c. Telephone number, fax number, and email address.
- B. A signed and completed Proposal Signature Page – Appendix B
- C. A confirmation that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and
- F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:
 - APPENDIX B – SIGNATURE PAGE
 - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
 - APPENDIX D – PROPOSER INFORMATION

- APPENDIX E – REFERENCES
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX I - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
- APPENDIX K – INSURANCE
- APPENDIX L - RECORD KEEPING

Contract Deliverables Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Proposal Content Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The State of Wisconsin Standard Terms and Conditions DOA – 3054 and Supplemental Standard Terms and Conditions for Procurements for Services DOA – 3681 shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

The attachment provided with the RFP represents the Contract terms and conditions which the Agency expects to execute with each successful Proposer(s).

The Proposer may not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

Under Separate Cover/Coverpage/File – Pricing Proposal: Provide price information as directed in Appendix A. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed excel format may result in disqualification of the Proposal. **No mention of the Pricing Proposal is permissible in the response to any other section of the RFP.**

Under Separate Cover/Coverpage/File – Financial Stability Documentation: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer’s bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

13.6 RFP Presentations and Demonstrations

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation and/or Demonstration to support and clarify Proposal(s), if requested by the Agency. The presentations and/or Demonstrations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the oral presentation or demonstration shall be technically qualified to respond to questions related to the Proposal and its components. The Agency will furnish specific details concerning the presentations or demonstrations and any required materials at the time it notifies Proposers of the presentation schedule.

The Agency shall make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as Key Personnel attend the presentation in person. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of its Proposal.

13.7 Late Proposals, Proposal Modifications, or Proposal Withdrawals

The Proposer assumes the sole risk and responsibility for assuring delivery of a Proposal, Proposal modification, or Proposal withdrawal at the designated office by the designated date and time set for Proposal closing. In general, any Proposal, modification, or Proposal withdrawal received at the office designated in the solicitation after the exact time specified for receipt of PROPOSALS is “late” and will not be considered.

Acceptable evidence to establish the time of receipt at the designated office includes the time/date stamp applied to the Proposal envelope or package by the agency, other documentary evidence of receipt maintained by the agency, or oral testimony or written statements by agency personnel.

- A. A late modification of an otherwise successful Proposal, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.
- B. Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of PROPOSALS. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for receipt of PROPOSALS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal.
- C. Proposals that arrive unpackaged or unsealed shall not be accepted.

13.8 Authorized Signature

An individual authorized to legally bind the business submitting the Proposal must sign the solicitation. The Proposer's/offeror's name, title, and signature on a Proposal/offer in response to the solicitation guarantees that the Proposal/offer has been established without collusion and without effort to preclude the Issuing Agency from obtaining the best possible supply or service.

13.9 Descriptive Literature

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each Proposal. The Issuing Agency reserves the right to examine products further to determine compliance with the stated specifications.

13.10 RFP Complete Responses

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete.

Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that

map will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

13.11 Vendor References

The Agency will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should The Agency determine that one or more references are unsatisfactory, inadequate, or inappropriate.

14.0 SELECTION AND AWARD PROCESS

14.1 Preliminary Review and Acceptance of Proposal

All PROPOSALS will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Agency shall be the sole judge as to Vendors' compliance with the Proposal instructions.

PROPOSALS that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. PROPOSALS that do not comply with Contract Terms and Conditions **may** be disqualified. AGENCY in its sole discretion retains the right to accept or reject any or all PROPOSALS, or accept or reject any part of a Proposal, if deemed to be in the best interest of the State.

14.2 RFP Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Agency's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serves only as technical advisors to the evaluation committee.

14.3 RFP Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all

Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations.

The Agency reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

14.4 RFP Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer(s) after the original evaluation process is complete. Alternatively, the highest proposer or proposers in the competitive range may be requested to submit best and final offers. If the Agency requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer(s) following that process. However, a proposer should not expect that the Agency will request a best and final offer.

14.5 CONTRACT AWARD

The Issuing Agency will evaluate PROPOSALS in response to this solicitation without discussions and will award a fixed-price contract to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the Agency considering only price and the price-related factors specified elsewhere in the solicitation.

- A. The Agency may—
 - a. Reject any or all PROPOSALS;
 - b. Accept other than the lowest Proposal; and
 - c. Waive informalities or minor irregularities in PROPOSALS received.

- B. The Agency may accept any item or group of items of a Proposal, unless the Proposer qualifies the Proposal by specific limitations. Unless otherwise provided in the Schedule, PROPOSALS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Proposer specifies otherwise in the Proposal.
- C. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the Proposal shall result in a binding contract without further action by either party.
- D. The Agency may reject a Proposal as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the Agency even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

--

I hereby 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 company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

- 2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

- 3. That the contents of the solicitation response (the Offeror's 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 solicitation responses (Offers); and

- 4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name				
FEIN		UEI		
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for questions concerning this proposal				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for Human Resources and/or Civil Rights				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for all Purchase Orders and Billing				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

APPENDIX E

REFERENCES

Vendor:

--

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

Provide the name of all insurance companies which currently provide the Offeror

Name of Company	Type

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP?**

Yes

No

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
 - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
 - How driver logs and trips are tracked
- Audits
- Cash Management
 - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:



City of Wausau, WI

Wausau Area Transit System

Request for Proposal #WFS2026

**Facility Condition Assessment and
Feasibility Study**

January 05, 2026

**Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158**

Tab 1 - Table of Contents

Tab 1 - Table of Contents

Table of Contents

Pages 1-2

Submittal Requirements

Tab 2 – RFP Cover Sheet, Signature Page, & Required Forms

Pages 3-50

Appendix B Signature Page (From Page 49 of RFP)

Page 3

Appendix C Affidavit of Non-Collusion (From Page 50 of RFP)

Page 4

Appendix D Proposer Information (From Page 51 of RFP)

Page 5

Appendix E References (From Page 52 of RFP)

Page 6

Appendix F Designation of Confidential & Proprietary Information (Pages 53-54 of RFP)

Pages 7-8

Appendix I Federal Clauses for Federal Contracts (No page inclusions)

Pages 9-48

Appendix K Insurance (From Page 62 of RFP)

Page 49

Appendix L Record Keeping (From Page 63 of RFP)

Page 50

Transmittal Page

Page 51

Proposal

7.1. – 7.5. Letter of Interest & General Information

7.1. – 7.5 Letter of Interest

Page 52

7.1. – 7.5. Firm Profile & General Information

Page 53

7.6. Firm Qualifications & Experience

7.6. Firm Qualifications & Experience

Page 54

7.7. – 7.9. Service Background & History

7.7. – 7.9. Service Background & History

Pages 55-58

Project Understanding

Page 55

Scope of Services

Pages 56-58

Task 1 – Existing Conditions Analysis – Modernizing the Plumer Street Facility	Page 56
Task 2 – Interviews – Feasibility of Renovations vs New Construction	Page 56
Task 3 – Cost Benefit Analysis of Possible Options	Pages 56-57
Task 4 – Space Needs Assessment – Renovated Plumer vs New Facility & Review a list of (4) Potential Sites	Pages 57
Task 5 – Facility Findings, Option by Option Costs & Multiple Site Analysis Report	Page 58
Task 6 – Present Findings	Page 58
<u>7.9. Service History – Past Transit Facility Projects</u>	Pages 59-61
<u>7.9. Service History – Local Featured Project – Village of Weston</u>	Page 62
<u>7.10. – 7.11. Reference</u>	Page 63
<u>7.12. Team Resumes</u>	
Organizational Chart	Page 64
Team Resumes – Kueny Architects, LLC Principals	Pages 65-66
Team Resumes – Kueny Architects, LLC Associates Staff	Page 67
Team Resumes – Mechanical, Electrical, Plumbing (MEP), Civil	Pages 68-69

Additional Submittal Requirements

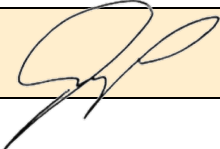
<u>7.13. – 7.14. Staff Information</u>	Page 70
<u>7.15. Financial Stability Document</u>	See Envelope
<u>7.16. Insurance</u>	See Appendix K
<u>7.17. Record Keeping</u>	See Appendix L
<u>7.18. Pricing Proposal</u>	See Envelope
<u>7.19. – 7.20. Acknowledgement of Standard Conditions</u>	Page 70

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101
Signature of Above	Date	Email
	01/05/26	jonw@kuenyarch.com

APPENDIX C

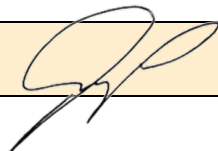
AFFIDAVIT OF NON-COLLUSION

Solicitation Number

WFS2026

I hereby 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 company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);
2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;
3. That the contents of the solicitation response (the Offeror's 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 solicitation responses (Offers); and
4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101
Signature of Above	Date	Email
	01/05/26	jonw@kuenyarch.com

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name	Kueny Architects LLC		
FEIN	39-1979009	UEI	N/A
Phone	(262) 857-8101		
Email	Jonw@kuenyarch.com		
Address	10505 Corporate Drive, Suite 100		
City	Pleasant Prairie	State	WI
		Zip + 4	53158-1605

Contact person for questions concerning this proposal	Jon Wallenkamp		
Title	Partner/Principal		
Phone	(262) 857-8101		
Email	Jonw@kuenyarch.com		
Address	10505 Corporate Drive, Suite 100		
City	Pleasant Prairie	State	WI
		Zip + 4	53158-1605

Contact person for Human Resources and/or Civil Rights	John Schmidbauer		
Title	Partner		
Phone	(262) 857-8101		
Email	Johns@kuenyarch.com		
Address	10505 Corporate Drive, Suite 100		
City	Pleasant Prairie	State	WI
		Zip + 4	53158-1605

Contact person for all Purchase Orders and Billing	Monica Santos		
Title	Administrative, Assistant		
Phone	(262) 857-8101		
Email	monica@kuenyarch.com		
Address	10505 Corporate Drive, Suite 100		
City	Pleasant Prairie	State	WI
		Zip + 4	53158-1605

APPENDIX E

REFERENCES

Vendor: Kueny Architects, LLC

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name	City of Oshkosh Transportation
Address (include Zip + 4)	926 Dempsey Trail Oshkosh, WI 54902-3489
Contact Person	Jim Collins
Email Address	jcollins@oshkoshwi.gov
Phone Number	(920) 232-5342
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	Kenosha County
Address (include Zip + 4)	625 52nd St, Kenosha, WI 53140-3480
Contact Person	Frank Martinelli
Email Address	Frank.Martinelli@kenoshacounty.org
Phone Number	(262) 818-5129
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	City of West Allis
Address (include Zip + 4)	7525 W Greenfield Ave., West Allis WI 53214-4648
Contact Person	Melinda K. Dejewski, P.E.
Email Address	mdejewski@westalliswi.gov
Phone Number	(414) 302-8374
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	City of Appleton Valley Transit System
Address (include Zip + 4)	801 S. Whitman Avenue Appleton, WI 54914-4649
Contact Person	Ronald C. McDonald
Email Address	ronald.mcdonald@appletonwi.gov
Phone Number	(920) 832-5800
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

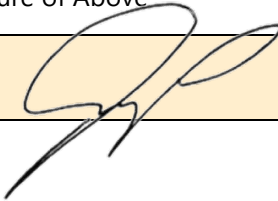
1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic
N/A	N/A	N/A

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101
Signature of Above	Date	Email
	01/05/2026	jonw@kuenyarch.com

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation Bureau of
Transit, Local Roads, Railroads and Harbors**

Effective Date: October 3, 2025

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

No.	TITLE	BIDDER SIGNATURE REQUIRED
1	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	-
2	LOBBYING	YES
3	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	YES
4	TAX LIABILITY CERTIFICATION	YES
5	PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	YES
6	NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)	-
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	-
8	FLY AMERICA REQUIREMENTS	-
9	CHARTER BUS REQUIREMENTS	-
10	SCHOOL BUS REQUIREMENTS	-
11	CARGO PREFERENCE REQUIREMENTS	-
12	SEISMIC SAFETY REQUIREMENTS	-
13	ENERGY CONSERVATION REQUIREMENTS	-
14	CLEAN WATER REQUIREMENTS	-
15	ACCESS TO RECORDS AND REPORTS	-
16	FEDERAL CHANGES	-
17	BONDING REQUIREMENTS	-
18	CLEAN AIR	-
19	RECYCLED PRODUCTS	-
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	-
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	-
22	EQUAL EMPLOYMENT OPPORTUNITY	-
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	-
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	-
25	TERMINATION	-
26	PRIVACY ACT	-
27	CIVIL RIGHTS REQUIREMENTS	-
28	BREACHES AND DISPUTE RESOLUTION	-
29	PATENT AND RIGHTS IN DATA	-
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-

31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	-
32	DRUG AND ALCOHOL TESTING	-
33	SAFE OPERATION OF MOTOR VEHICLES	-
34	ADA ACCESS	-
35	VETERANS EMPLOYMENT	-
36	FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES	-
37	TRAFFICKING IN PERSONS	-
38	SOLID WASTES (RECOVERED MATERIALS)	-
39	DOMESTIC PREFERENCE FOR PROCUREMENT	-

1. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies (\$80,000) fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

2. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

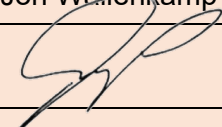
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Kueny Architects LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

3. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180

CFR part 1200

CFR § 200.213

CFR part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

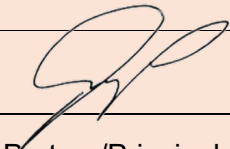
- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.


The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

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

- 4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has

knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000.

These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be

involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq. 49
CFR Part 41**

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
2 CFR Part 1201**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their

contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru ² 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - 1) 50% of the contract price if the contract price is not more than \$1 million;
 - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or
 - 3) \$2.5 million if the contract price is more than \$5 million.
- D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

- A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

- 1) The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

- A. The following situations may warrant a performance bond:

- 1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - 2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - 3) Substantial progress payments are made before delivery of end items starts.
 - 4) Contracts are for dismantling, demolition, or removal of improvements.
- B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - 2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- 1) The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

- A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager]**, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient)**. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below]**, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

18. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)
 - (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)
- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language - Contract Work Hours and Safety Standards

- (1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

\$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Disability,
 - 6. Age,
 - 7. Sexual origin,
 - 8. Gender identity, or
 - 9. Status as a parent, and
- B. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

- B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001**

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- A. 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 FTA 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.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1G

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient)**, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **(Recipient)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure (General Provision) The **(Recipient)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from **(Recipient)** setting forth the nature of said breach or default, **(Recipient)** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude **(Recipient)** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- G. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the **(Recipient)**, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and **(Recipient)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Recipient)**.

- H. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, **within [10] days** from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the **(Recipient)**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Recipient)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- I. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- J. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Recipient)**, or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. 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.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

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

The following requirements apply to the underlying contract:

- A. 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 FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) 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 FTA may issue.

- 2) 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 FTA may issue.
- 3) 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 FTA may issue.

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

28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201

FTA Circular 4220.1G

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

A. **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 the Recipient. 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 Recipient.

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 Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. **Performance During Dispute** - Unless otherwise directed by **(Recipient)**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- C. **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.
- D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) 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 in which the (Recipient) is located.
- E. **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 (Recipient), (Architect) 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.

29. PATENT AND RIGHTS IN DATA

2 CFR Part 1201

37 CFR Part 401

49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- 1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

- (1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or
- (2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1G

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331 49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

- A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.
- B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.
- C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

- A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
 - B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
 - C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.
-

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043 Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made

in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

35. VETERANS EMPLOYMENT

FTA Circular 4220.1G (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The **AGENCY** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **AGENCY**, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

37. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
 - B. Procure a commercial sex act during the Contract Term; or
 - C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**
-

38. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors 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 items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39. DOMESTIC PREFERENCE FOR PROCUREMENT **(2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L))**

Contract must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

All liability insurance through Hartford Underwriters Insurance Company. Refer to attached Certificate of Liability Insurance.

Provide the name of all insurance companies which currently provide the Offeror

Name of Company	Type
Commercial General Liability, Automobile Liability and Umbrella Liability	Hartford Underwriters Insurance Company
Workers Compensation and Employers' Liability	Hartford Casualty Insurance Company
Professional Liability Claims	Hartford Fire Insurance Company

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP**?

Yes

No

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
 - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
 - How driver logs and trips are tracked
- Audits
- Cash Management
 - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:

Kueny Architects is a Limited Liability Company. All financial record keeping is done by the partners.

Transmittal Page

Per page 42 instructions, this transmittal page identifies the following information, specifically:

- A. Provide proposer's organization information.
 - a. Name and title of Proposer representative: Jon Wallenkamp
 - b. Name and address of company: Kueny Architects LLC 10505 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158
 - c. Telephone number, fax number, and email address: (262) 857-8101, Fax (262) 857-8103, jonw@kuenyarch.com

- B. Provide a signed and completed Personal Signature Page Appendix B: See Page 13 of proposal.

- C. Provide a confirmation that the information contained in the offeror's proposal is accurate and complete as the date of submission; that the information is true and reasonably verifiable as the date of submission; and the Offeror is willing to comply with all contractual requirements: As directed by the RFP, all information in this proposal is accurate and complete as of the date of submission and our Team is willing to comply with all stated contractual requirements.

- D. Provide confirmation of acknowledgement the receipt of RFP addenda: None has been issued.

- E. Provide a statement acknowledging the proposal conforms to all requirements of the agency including procurement rules and procedures articulated in the RFP: To the best of our knowledge, we have provided the necessary documents and responses to satisfy the requirements of this RFP # WFS2026.

7.1 – 7.5. Letter of Interest

January 05, 2026

Ron Schuenke Wausau Metro Ride Transit Director
420 Plumer Street
Wausau, WI 54403
715-261-6565 Ronald.Schuenke@wausauwi.gov

Regards **RFP #WFS2026, Facility Condition
Assessment & Feasibility Study**



City of Dubuque, Jule Transit (FTA Funded)

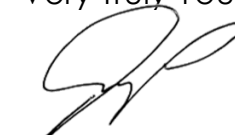
Dear Selection Team,

Thank you for the opportunity to present our architectural and engineering services to the City of Wausau. Enclosed, you will find our response to your Request for Proposal. **As the preeminent leader in the field of municipal planning, our firm, Kueny Architects L.L.C.** has delivered numerous Transit projects ranging in size from 3,000 square feet to over 100,000 square feet across the Midwest. In Wisconsin and Iowa, some of our current and past **Transit Facility Planning** projects include:

Madison Metro Valley Transit Appleton Oshkosh Go Transit Davenport Citi Bus Dubuque-Jule

We understand the City is looking to develop a new or renovated Transit Facility to house a battery electric fleet at its current Plumer Street location or at a new site. I encourage you to contact any of our references listed in this response and to take a tour of some of our past and present City and County facilities. For your information, we recently completed the **Village of Weston Municipal Services Center** and are currently designing a new Transit Facility for Go Transit in Oshkosh. Past clients can attest to our reputation for delivering high quality professional services For your review, We look forward to discussing this proposal further.

Very Truly Yours,



Jon P. Wallenkamp, AIA ALA, Partner

7.1 – 7.5. Firm Profile – General Information

KUENY ARCHITECTS, L.L.C.

10505 CORPORATE DRIVE – SUITE 100, PLEASANT PRAIRIE, WI 53158
PHONE: (262) 857-8101 FAX: (262) 857-8103

PRINCIPALS:

JON P. WALLENKAMP, AIA, ALA – **Project Manager** – 100% Involvement, Contact
JOHN F. SCHMIDBAUER, PE – Structural Engineer

Kueny Architects was born out of a private practice founded in 1959 by Robert M. Kueny. In 2000, Mr. Kueny established Kueny Architects, LLC so that his practice and love of architecture would continue. The current principals of the firm had worked for Robert for over a decade at the time.

In the six decades of existence, this office has completed hundreds of projects in and out of the Kenosha Area. Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 34 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.

INSURANCE COVERAGE:

Workers Compensation

Hartford Insurance Company (The Hartford)
Statutory Limits of Wisconsin
Employer's Liability (per accident): \$ 1,000,000
Disease (per employee): \$ 1,000,000
Disease Policy Limit: \$ 1,000,000

Professional Errors & Omissions:

Hartford Insurance Company (The Hartford)
\$ 5,000,000 / occurrence; \$ 5,000,000 aggregate

Business Owners Insurance:

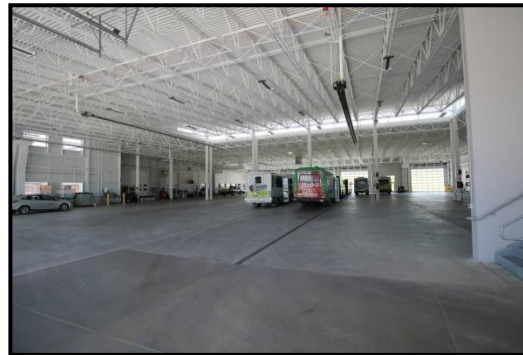
Hartford Insurance Company (The Hartford)
General Aggregate: \$ 2,000,000
Products – Completed Operations: \$ 3,000,000
Each Occurrence: \$ 1,000,000
Medical Expenses (any one person): \$ 5,000
Personal/Advertising Injury: \$ 1,000,000
Hired / Non-owned Auto: \$ 1,000,000
Excess / Umbrella Liability: \$ 5,000,000



7.6 Firm Qualifications & Experience

Kueny Architects LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin. Founded in 1959 by local architect Robert M. Kueny. Kueny Architects has experience in a wide range of building types. Recently marking its 66th year, the firm has completed over four million square feet of Government Projects across the Midwest in the last 35 years. Our specific experience with these facilities can be seen in the successful projects shown in this proposal. We approach the planning and engineering of buildings with a philosophy that has not changed for 66 years!

Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 35 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.



7.7 – 7.9. Service Background and History

7.7 Other Transportation Services Under Contract: Does Not Apply

7.8 Project Understanding

Kueny Architects is pleased to submit this proposal for professional architectural and engineering services to perform a site and facility condition assessment study to determine whether the existing transit garage at 420 Plumer Street should *support future* Metro Ride needs of a modernized **electric fleet** or be located elsewhere. The current maintenance facility stores 25 full-sized buses, 5 paratransit buses and space for all Metro Ride offices and administrative staff. While its “public” services are located at 555 Jefferson Street, the Plumer Street facility consists of an aged facility nonconductive to public interaction. *The goal of the study is to determine the feasibility of upgrading the facility to store and maintain its existing fleet as well as an electric fleet.* Our Team will analyze the pros and cons of renovation costs versus constructing a new facility elsewhere. The project consists of the following tasks, specifically.

Task 1. Existing Conditions Analysis - Modernizing the Plumer Street Facility.

Task 2. Interviews – Feasibility of Renovations Versus New Construction. Establish Suitability Factors for a New Location.

Task 3. Cost Benefit Analysis of Possible Options. Establish a Capital Improvement Plan (CIP).

Task 4. Space Needs Assessment – Renovated Plumer vs New Facility – Review a List of (4) Potential Sites.

Task 5. Facility Findings Option by Option Costs, & Multiple Site Analyzes Report

Task 6. Present findings to the Wausau Transit Commission, and possible Wausau City Council and Wausau MPO.



Scope of Services

Task 1. – Existing Conditions Analysis - Modernizing the Plumer Street Facility

Site and Facility Assessment

The goal of this portion of the study is to **define the current inadequacies of the building**. Systems analyzed include HVAC, electrical, hydraulic, fire protection, security systems and structural analysis's will be reviewed in terms of their current condition/adequacy, projected useful life, and any corrective renovation action required along with the projected cost. Base site and environmental considerations will also be studied. Site and Facility conceptual plans will be generated from existing documents and/or measurements done on site and any service records will be reviewed during the interview process to establish prior repairs and planned improvements. Additional components under review include capital equipment such as maintenance lifts, exhaust removal, and any other mechanic related spaces and equipment.

Task 2. – Interviews- Feasibility of Renovations Versus New Construction

1. The goal of this portion of the study is to **estimate the general replacement needs** in order to continue operations into the future as well as accommodate the needs of the proposed battery electric fleet. We will meet with Metro Ride Transit staff and determine the necessary spatial requirements, improvements, and upgrades for the programmed spaces including bus storage, office/s, workstations, ADA compliant entry/exits and amenities. Additionally, we will review maintenance garage bays, capital equipment, wash bay, lighting, plumbing and electrical. We will also assess the necessary mechanical upgrades such as exhaust removal, air exchange units, and garage heaters. As a team we will assess the strengths and weaknesses of the proposed improvements, make refinements, and offer cost-effective alternatives as they arise.
2. Our Team will utilize our 8-point site suitability matrix. Basic factors include cost, ability to meet the needs of Metro Ride, centrality, site considerations, zoning, adjoining neighborhood, and land acquisition..

Task 3. – Cost Benefit Analysis of Possible Options

The primary purpose of Tasks 1 and 2 is to determine the existing condition and potential needs of continuing operations at the Plumer location. From the data, our Team will be able to produce a “spatial worksheet” identifying

the current and proposed space requirements and needed system improvements. Findings from the worksheet are used to produce multiple conceptual scenarios. As options are refined, cost projections are estimated and used to steer the project into one, two or three conceptual options. Once completed, conceptual plans will be developed within the confines of a projected single or multiple-year Capital Improvement Plan (CIP) i.e., 1, 3-to-5 or 10, 20-year schedule. Also, per the RFP, a “high level” projected cost associated with annual capital and operating costs will be submitted for the building and infrastructure for maintaining the fleet. This percentage will be conceptualized once all the data is in.

Task 4. – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites

Once the “spatial worksheet” and conceptual block diagram/s have been developed from Tasks 2 and 3, our Team will continue assessing the operating feasibility of the Plumer Street site versus an entirely new location. Specifically, we will:

1. Assess the conditions of the current site and **Create a base plan** generated from field measurements, drawings on file, either paper or electronic, survey/s, geo-technical report, and GIS Mapping Data. Initial documentation includes data such as property lines, site features, utility locations, storm water, site circulation, public and private access points, and turn radiuses.
2. Once the current site size and characteristics is determined, we will investigate possible neighboring acquisitions (if needed) and several new facility locations provided to us from the City (up to 4).
3. Each site will be issued a grade derived from our multi-point inspection process including features i.e., size, location (distance from primary workload), cost of acquisition, grade, (level/sloped), site encumbrances, (stop lights, railroad tracks, road capacity, etc.), neighboring properties, zoning and ingress/egress.
4. As a Team, assess the pros and cons of each site including the existing site.
5. **Select a site and facility plan option** and continue revising the cost estimates.
6. Model the conceptual design into a 3-D computer model. This software can generate plans, rendering and animations for greater understanding of the final project.
7. Provide a final cost estimate and revise the **“spatial worksheet”** based on future projections. (Staffing and vehicle projections to be provided by the City).
8. **Additional Service:** With assistance from the City, we will perform an analysis of the impact on non-revenue miles compared to the existing site, vehicular accessibility and all environmental issues i.e., permitting, anticipated agency consultations, impact, soil investigations and delineations may be necessary with a newly selected site.

Task 5. – Facility Findings, Option by Option Costs & Multiple Site Analyzes Report

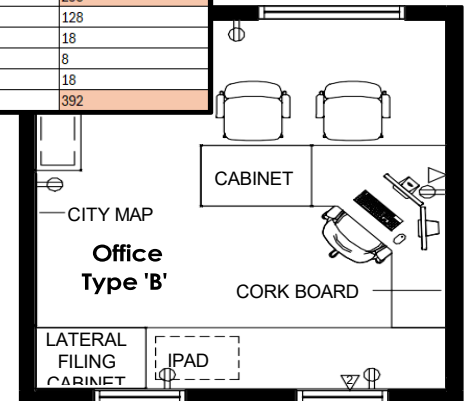
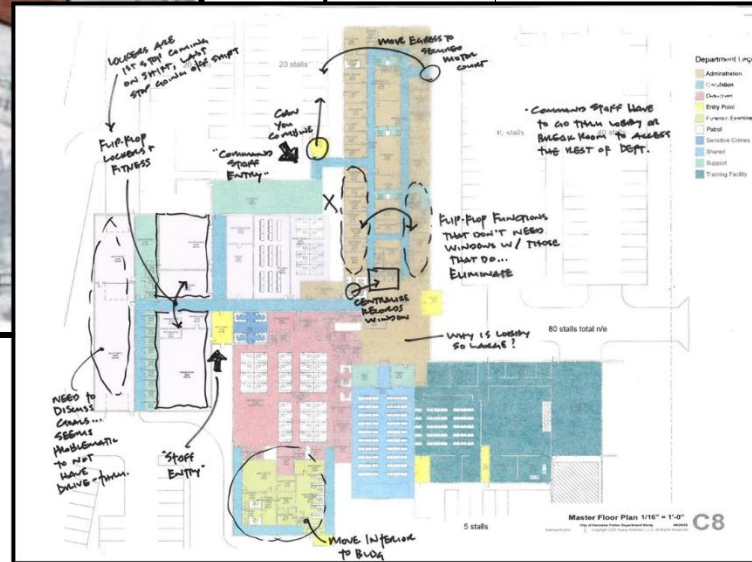
Task 1-4 Deliverables includes a narrative report of existing site and facility conditions, existing and proposed spatial worksheet, site by site evaluations along with development and verification of existing conceptual plans.

Task 6. – Present Findings

Present findings to the Wausau Transit Commission, and possibly the Wausau City Council and the Wausau MPO.



ROOM	ROOM	ROOM
ADMINISTRATION		
CONFERENCE	J21	
CONFERENCE	J21	
RECEPTION	J21	
CHIEF OFFICE	J21	
TOILET/SHOWER	J21	
CHIEF SECRETARY	J2161	150
ADMIN. ASSISTANT	J2162	166
OFFICE	J2163	219
ADMIN CAPTAIN	J2164	166
FTO OFFICE	J2165	146
PIO OFFICE	J2166	144
	J2167	145
	J2168	149
	J2169	149
	J2170	149
	J2171	163
	J2172	163
	J2173	163
	J2175	321
	J2176	298
	J2177	128
	J2180	18
	J2181	8
	J2182	18
	J2183	392



7.9 Service History – Past Transit Facility Projects

All the projects listed below began with an analysis of existing space needs and facilities assessment. In some cases, a reorganization of departmental space needs was the best option for the client. In other cases, a new facility or addition was more cost-effective. All have experienced radically improved operations in terms of efficiency, cost savings, and safety. In many cases, the project consolidated multiple departments from various sites into one consolidated facility.

City of Appleton - Appleton Valley Transit – 2020-2024

Project: The three-part project began with systems analysis and space needs assessment followed by construction documents, bidding, and construction oversight. The project added (3) new areas, (1) long service bay for articulated buses, (1) paint/body bay and additional bus storage. **(Partial FTA Funded)** Phase 1, currently under construction, contains a full office space addition and remodeling.

Cost: \$6,705,000

Area Addition: 16,850 s.f.

Contact: Ronald McDonald – General Manager
Phone: (920) 832-5800
Email: Ronald.McDonald@appleton.org



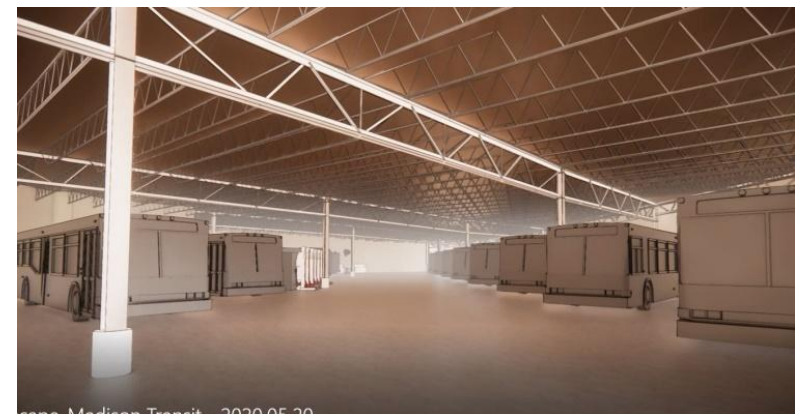
City of Madison – Metro Transit Upgrades – Ongoing 2018-2024

Project: Phase I – Service Lane: Cleaning, Fueling, Wash.
Phase II – Bus Repair Remodel.
Phase III – Office Amenities and Bus Parking Upgrade. **(Partial FTA Funded)**

Cost: \$6M - \$12M

Area: Combined 168,000 s.f.

Contact: Jonathan Evans – Project Manager
Phone: 608-243-5893
Email: jevans@cityofmadison.com





City of Oshkosh GO Transit Downtown Transit Center – 2022

Project: Addition to the existing downtown transit center at Pearl Avenue and Market Street. Project included customer service and computer room, restrooms, office space, and a driver break room.

Cost: \$1,230,000 Area: 1,980 s.f.

Contact: Jim Collins – Transportation Director
Phone: (920) 232-5342
Email: jcollins@ci.oshkosh.wi.us

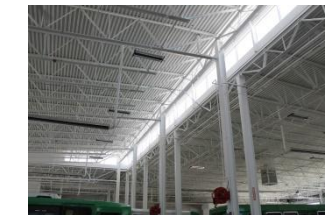


Jule Transit, Dubuque - Joint Operations & Training – 2019

Project: New fleet storage facility for 29 transit vehicles, manual wash bay, parts and tire storage, **staff offices, training room with bus simulator, washrooms** / locker rooms, and exterior training lot. Excellence in Energy Efficient Design Award recipient. **(Partial FTA Funded)**

Cost: \$ 5,856,570 \$141.29/s.f. Area: 41,450 s.f.

Contact: Jodi Johnson, Transportation Services Operations Supervisor
Phone: (563) 589-4198
Email: jjohnson@cityofdubuque.org



City of Eau Claire – Central Maintenance Facility Study and Space Needs - 2019

Project: Facility condition assessment and space needs master planning study for the central maintenance facility. This multi building, multi division analysis included review of the Transit Division. Building E on the CMF campus houses 33 staff members including 25 drivers, over 20 full size buses, and support spaces. Revised the existing transit storage garage to increase bus storage. Proposed facility addition to help in bus traffic patterns. The existing bus wash facility was reviewed, and a new design layout was proposed. The existing bus maintenance was also reviewed and reorganized to allow for larger bus movement. We are currently replacing two bus vehicle lifts. **(Partial FTA Funded)**

7.9. – Local Featured Project – Village of Weston

The Village of Weston Municipal Center is a local example of Kueny Architects LLC programming, planning site by site analysis, design services, and construction oversight.

Village of Weston – Municipal Center 2023

Project: The initial objective was to assess current and future spatial conditions of four operations at four locations throughout the Village. Among other priorities, the plan had to accommodate significant growth over the next 25 years.

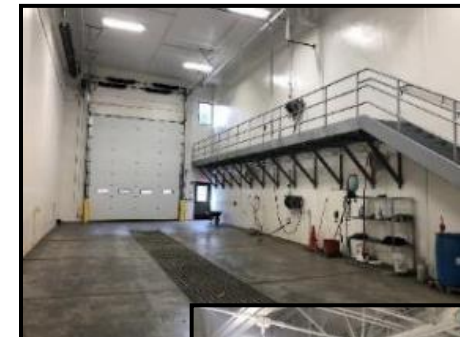
The new Municipal Center and its departments included Planning & Zoning, Treasurer, Finance, Clerk of Courts, Building Inspections, Vehicle Repair and Vehicle Storage along with other various departments. Facilities reviewed included Municipal/Village Hall, Safety Building, Parks & Recreation and Landfill.

We also conducted a structural analysis and engineering inspection of mechanicals, electrical and plumbing (MEP) of the two primary buildings. The deliverable was a report detailing the necessary spatial requirements, (MEP) and site improvements needed over the next 25 years. The report recommended minor improvements at the Safety building and that a new Municipal Center should be built. The Safety Building renovations were completed in 2020. Kueny Architects was selected to continue our services contract for the design and construction of the new facility. The facility was completed in 2023.

Cost: \$14,500,000

Area: 87,160 s.f. **A & E Fee:**
\$521,000

Contact: Mr. Michael Wodalski – Director of Public Works
Phone: (715) 359-6114 ext. 2636
Email: mwodalski@westonwi.gov



7.10 References (See Appendix E)

7.11 For dates of references and the services provided refer to 7.9

<u>Name</u>	<u>Title</u>	<u>Agency</u>	<u>Email Address</u>	<u>Telephone</u>
Jim Collins	City of Oshkosh Transportation Director	City of Oshkosh	jcollins@oshkoshwi.gov	(920) 232-5342
Melinda K. Dejewski	City of West Allis Engineer	City of West Allis	MDejewski@westalliswi.gov	(414) 302-8374
Matthew Maederer, PE	Director of Public Works Village Engineer	Village of Brown Deer	mmaederer@browndeerwi.org	(414) 357-0120
Frank Martinelli	Engineering Projects Manager	Kenosha County	Frank.Martinelli@kenoshacounty.org	(262) 818-5129
Jodi Johnson	Transportation Services Operations Supervisor	City of Dubuque	jjohnson@cityofdubuque.org	(563) 589-4198
Ronald C. McDonald	General Manager	Valley Transit	Ronald.McDonald@appleton.org	(920) 832-5800

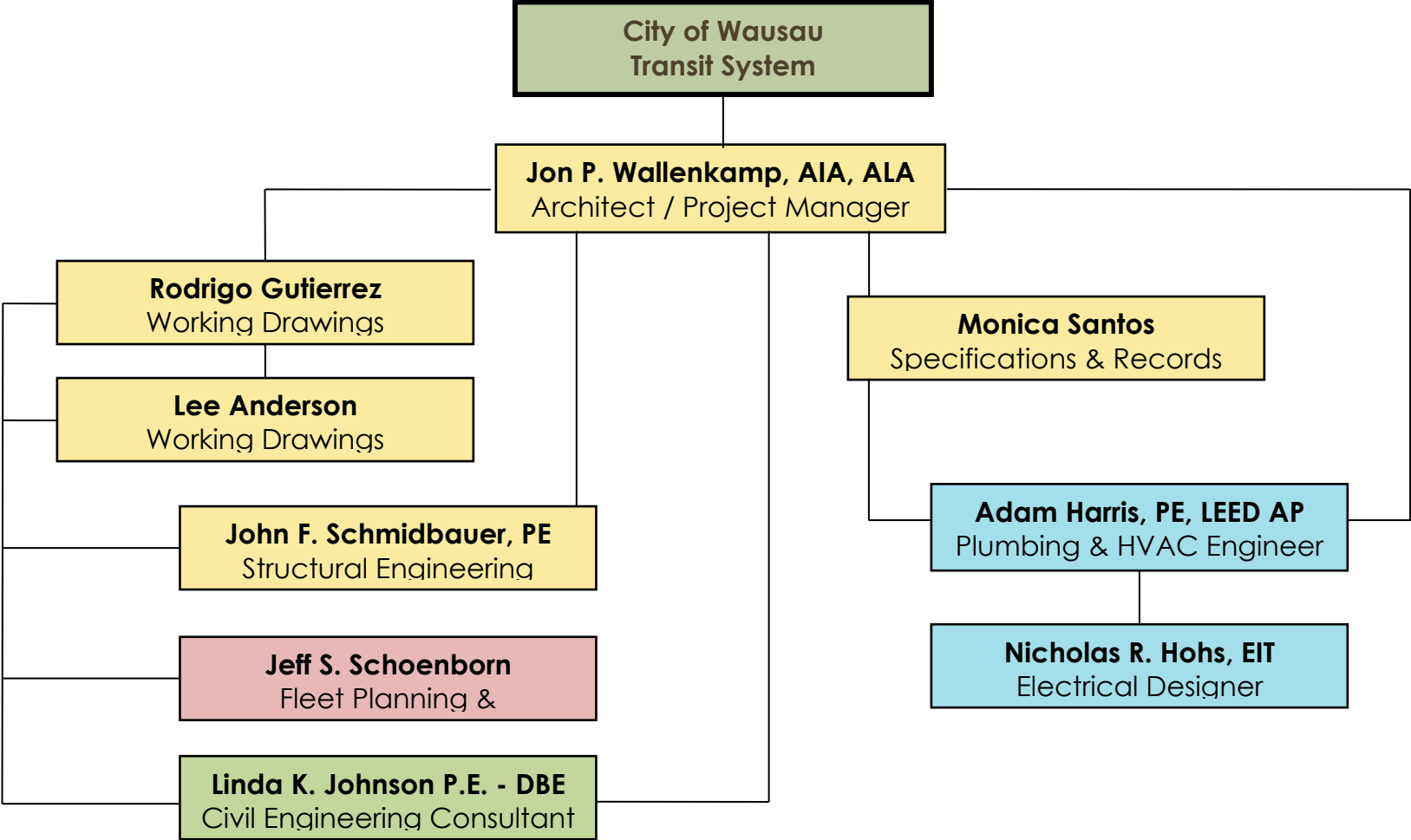
Meetings

Kickoff Meeting. Here we will conduct a meeting with appropriate staff, selected project coordinator (if applicable), and stakeholders.

Project Team Meeting. This short meeting often immediately follows the Kickoff Meeting. Our team members will meet with team members to explain the work plan, and ask any questions, i.e., requested information, access of buildings and equipment, project duration, and availability of team members.

Staff and Departmental Meetings. We will schedule regular meetings and or progress report meets when needed during the project.

7.12. Team Resumes – Kueny Architects – Organizational Chart



Kueny Architects, LLC – Principals - Pleasant Prairie, WI

Jon P. Wallenkamp, AIA, ALA – Principal – Architect – Project Manager

Programming and Design, Working Drawings, Specifications, Construction Observation

Education: B.S. Architecture – University of Wisconsin – Milwaukee
Experience: Planning Associates, Madison 1990-1991 – Intern Architect
Robert M. Kueny Architect - 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal.
Registration: Wisconsin, Illinois, Michigan, Ohio
Affiliations: International Code Council
Publications: "Government Fleet" Magazine – May 2011
Engagements: APWA – 2012 Wisconsin and Illinois Chapter Conferences - Lecturer
Community: Boy Scout Troop #146 – Troop Leader, City of Wauwatosa, WI Historical Society – Board



Relevant Project Experience: Lead Architect/Project Manager

Kenosha County Center

Kenosha County Molinaro Building

City of Burlington Service Center

City of St. Peters Solid Waste Facility

Lake County DOT Weld Shop

Cedar Rapids Public Works Facility

Dane County Highway Facility / Site Design

City of Iowa City Facility Master Plan

Genoa City Village Hall and Police

Dunn County Transit Facility

Cedarburg Public Works Facility

Village of Brown Deer DPW Facility

City of Madison Metro Transit

City of Davenport Public Works Center

City of Kenosha McCarthy Transit Center

City of Dubuque Municipal Service Center

Town of Salem Highway and Fire Facility

Waukesha County Storage Building

Des Moines Public Works Facility

Grafton Water Utility Operations Building

City of Mequon Facility Planning Study

Village of Bayside Public Works

Madison Engineering Building Addition

Burnett County Highway & Forestry Facility

City of Elkhorn Public Works Facility

City of Dubuque Jule Transit Facility

City of Moline Municipal Service Center

ECIA / RTA Joint Operations Center

Village of Grafton Operations Center

Waterloo Iowa Public Works Facility

City of Oshkosh Public Works Facility

Davenport Citi-Bus Expansion & Renovation

Scott County Secondary Roads Facility

Jefferson County Satellite Highway Buildings

City of Mequon Highway Division Addition

Village of Caledonia Highway Facility

Ashland County Highway Addition

Wauwatosa DPW Office Remodeling

Valley Transit Center Appleton

John F. Schmidbauer, P.E. – Principal – Engineer

Structural Engineering, Working Drawings, Specifications

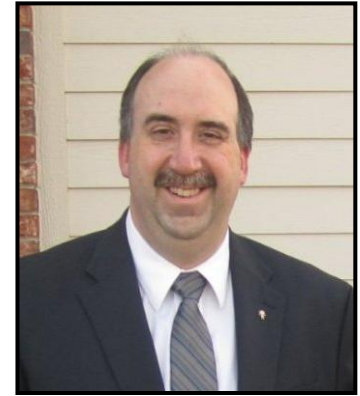
Education: B.S. Architectural Engineering – Milwaukee School of Engineering

Experience: Kapur & Associates, Milwaukee 1989-90 – Construction Surveying
Robert M. Kueny Architect – 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal.

Registration: Wisconsin, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio

Affiliations: International Code Council
American Concrete Institute

Community: Kenosha YMCA – Board of Directors – 2002 - present
St. Mary Catholic Church – Parish Council – 2004-2010, Trustee Secretary – 2005-2009



Relevant Project Experience: *Lead Structural Engineer*

Valley Transit Center Appleton

- City of Burlington Service Center
- City of St. Peters Solid Waste Facility
- Lake County DOT Weld Shop
- Cedar Rapids Public Works Facility
- Dane County Highway Facility / Site Design
- City of Iowa City Facility Master Plan
- Genoa City Village Hall and Police

Dunn County Transit Facility

- Cedarburg Public Works Facility
- Village of Brown Deer DPW Facility
- Ashland County Highway Addition

City of Kenosha McCarthy Transit Center

- City of Dubuque Municipal Service Center
- Town of Salem Highway and Fire Facility
- Waukesha County Storage Building
- Des Moines Public Works Facility
- Grafton Water Utility Operations Building
- City of Mequon Facility Planning Study
- Village of Bayside Public Works
- Madison Engineering Building Addition
- Burnett County Highway & Forestry Facility
- City of Elkhorn Public Works Facility
- Wauwatosa DPW Office Remodeling

Town of Burlington Fire Station #3

- ECIA / RTA Joint Operations Center**
- Village of Grafton Operations Center
- Waterloo Iowa Public Works Facility
- City of Oshkosh Public Works Facility

Davenport CitiBus Expansion & Renovation

- Ozaukee County Fairgrounds Buildings
- Scott County Secondary Roads Facility
- Jefferson County Satellite Highway Buildings
- City of Mequon Highway Division Addition
- Village of Caledonia Highway Facility

City of Dubuque Jule Transit Facility



7.12. Team Resumes – Kueny Architects, LLC Associates Staff

Rodrigo Gutierrez –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

- Education: Bachelor of Architecture - Javeriana University of Colombia
- Experience: Architectural Design Firms in Columbia, South America – 1999 to 2001
Lakeview Construction - 2002 to 2008 – Architectural Services Manager
Kueny Architects, LLC - 2008 to present – Architectural Technician
- Languages: Spanish (Native Language) and English

Randall Schoen –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

- Education: B.S. Architecture – Washington University, St. Louis
M.S. Architecture - University of Wisconsin – Milwaukee
- Experience: Kueny Architects, LLC - 2011 to present – Architectural Technician

Lee S. Anderson – Architectural Technician

Building Information Modeling, Working Drawings, Specifications, Digital Presentations

- Education: B.S. Architecture – University of Wisconsin – Milwaukee
- Experience: Kueny Architects, LLC – 2014 to present – Architectural Technician

Jeff S. Schoenborn – Programming, Planning, Design and Operations –

Programming, Space Planning, Operations and Design

- Education: B.S. Architecture – University of Wisconsin – Milwaukee
B.A. Business Administration – University of Wisconsin - Milwaukee
- Experience: Operations & Design Consultant for 30 years to various A&E firms Nationwide
Maximus (DMG/Maximus) – Senior Architectural Programming & Planning Consultant

7.12. Team Resumes – Plumbing, Mechanical, Electrical, Civil Consultants

Relevant Project Experience:

Village of Pewaukee Public Works Facility	Sun Prairie Utilities Operations Center	City of Oshkosh Parks Facility
City of Aurora Public Works Facility	City of Verona Public Works Facility	Village of Weston Municipal Center
City of Sterling Heights Public Works	City of West Des Moines Operations Center	Portage County Highway Addition/Remodel
Village of Brown Deer DPW Facility	Cedarburg Public Works Facility	Burnett County Highway & Forestry Facility
Village of Caledonia Highway Facility	Village of Bayside Public Works	Village of Little Chute Municipal Service Center
City of Mequon Highway Division Addition	Jefferson County Satellite Highway Buildings	Village of Pewaukee DPW Study
Valley Transit Center Appleton	City of Whitewater DPW Study	City of Eau Claire Public Works Study
Dubuque Jule Transit – Joint Operations	North Shore Fire/Rescue – Sta. #83 Remodel	Town of Burlington – Sta. #2 Addition/Remodel
Twin Lakes Village Hall	Genoa City Village Hall and Police	Village of Weston Safety Building Remodel
Waukesha County Communications Addition	Kenosha County Sheriff Storage Building	Ozaukee County Justice Center Addition
Ozaukee County – Covered Bridge Park	Ozaukee County – Lion’s Den Park Pavilion	Oshkosh GO Transit – Transfer Building

Adam Harris, P.E., LEED AP – Root Engineering - Plumbing, Mechanical, and Fire Protection Engineering

Plumbing and Mechanical Engineering

Education:	B.S. Mechanical Engineering – Texas A&M University – 2002
Experience:	Victor Machine Works – Mechanical Engineer – 2002 - 2003 Industrial Facilities Engineering – Project Manager – 2003 - 2006 Root Engineering Services – Mechanical Engineer – 2005 - 2009 Root Engineering Services - Principal – 2009 to present.
Registration:	Licensed Professional Engineer in 21 states.
Affiliations:	Member of NCEES, ASHRAE.
Accreditations:	LEED Accredited Professional – Building Design + Construction v3.0 Registered City of Chicago Energy Professional

Nicholas R. Hohns E.I.T. – Root Engineering - Electrical Design

Electrical Design

Education:	B.S. Electrical Engineering – University of Alabama, Tuscaloosa, AL – 2018, <i>summa cum laude</i>
Experience:	Root Engineering Services - 2017 – MEP Intern Root Engineering Services – 2018 to present – MEP Consulting Engineer

7.12. Team Resumes – Civil Engineering Consultant

Linda K. Johnson, P.E. – Civil Engineering Consultant

Civil Site Design, Storm Water Management and Erosion Control – Office Location: Cedarburg, WI

Education: B.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1987
M.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1989
M.B.A. – University of Wisconsin – Milwaukee - 2002

Experience: Harza Engineering 1989-1991
STS Consultants, Ltd – 1991-2001
Key Railroad Development, LLC – 2001-2002
Terra Tec Engineering (Principal) – 2002-present

Registration: Wisconsin, Iowa

Publications: *Interaction of Inorganic Leachate with Compacted Pozzolanic Fly Ash*
Journal of Geotechnical Engineering, Vol. 118, No. 9, September 1992.
Effects of Volatile Organic Compounds on Clay Landfill Liner Performance
Waste Management & Research, 1991.

Presentations: *Comparison of Four Cover Systems for Fly Ash Monofills*
Presented at the 20th International Madison Waste Conference, April 1998, UW-Madison.

Relevant Project Experience:

Village of Weston Municipal Center
City of Elkhorn Public Works Facility
City of Mequon Highway Division Addition
City of Oshkosh Public Works Facility
City of Sterling Heights Public Works
Cedarburg Public Works Facility
Waukesha County Communications Addition
Jefferson County Satellite Highway Buildings
Village of Grafton Operations Center
Twin Lakes Village Hall

Valley Transit Center Appleton
Wauwatosa DPW Office Remodeling
Burnett County Highway & Forestry Facility
Dubuque Jule Transit – Joint Operations
Village of Bayside Public Works
Dunn County Transit Facility
Kenosha County Sheriff Storage Building
Waterloo Iowa Public Works Facility
Grafton Water Utility Operations Building
Scott County Secondary Roads Facility



7.13. Kueny Architects has no volunteer staff.

7.14. Paid Staff: 7 Full-time, No Part-time

7.16. Insurance documentation: See Appendix K Page 49

7.17. Record Keeping: See Appendix L Page 50

7.19. – 7.20. Appendix I, G and H

7.19. – 7.20.

We have reviewed Appendix G the Standard Terms & Conditions (DOA-3054 (R08/2016) and accept all conditions.

We have reviewed Appendix H the Supplemental Standard Terms & Conditions for Procurements for Services (DOA-3681 (R01/2022) and accept all conditions.

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.



City of Wausau, WI Wausau Area Transit System

Cost Proposal #WFS2026

**Facility Condition Assessment and
Feasibility Study**

January 05, 2026

**Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158**

Cost Proposal - Wausau Area Transit System Project

Kueny Architects, LLC
 10505 Corporate Drive - Suite 100
 Pleasant Prairie, WI 53158

January 5, 2026

	Kueny Staff				Consultants		
	Jon Wallenkamp	John Schmidbauer	Monica Santos	Lee Anderson	Linda Johnson	Adam Harris	Nicholas R. Hobs
Task 1 – Existing Conditions Analysis - Modernizing the Plumer Street Facility							
Task 2 – Interviews- Feasibility of Renovations Versus New Construction							
Task 3 – Cost Benefit Analysis of Possible Options							
Task 4 – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites							
Sign Owner-Architect Agreement							
Kickoff Meeting with Transit & Kueny Design Team - Develop Project Schedule	6		6	3			
Existing Facility Analysis - Site Information Research and Data Collecting	48		12	8			
Existing Operations Analysis and Transit Staff Interviews:	36			12			
Existing Fleet Analysis	32			12			
Weekly Meeting with Transit & Kueny Team	6						
Kueny to Develop First Draft of the Master Plan Options and Draft Report	36	4	12	14	8	8	16
Weekly Meeting with Transit & Kueny Team- submit Draft One	6						
Presentation of Master Plan Options and Draft Report	6						
Cost Benefit Analysis Draft 1	12		12				
Research and Data Collecting - Update program	16			4	8	8	12
Additional Operations Analysis and Staff Interviews:	8						
Kueny to Conduct an Open Review / Public Input Workshop	8						
Kueny to Develop Second Draft of the Master Plan Report	24		10	12	4	4	4
Weekly Meeting with Valley Transit & Kueny Team- submit Draft Two	6			4			
Presentation of Draft to Committees and Boards	6						
Cost Benefit Analysis Updated	3						
Meeting with Transit Design Team	6						
Update Master Plans and Final Draft Report to the Transit	16			16	4	4	4
Present Final Master Plan Recommendation to Transit Design Team	8	4	12	12			
Presentation of Final to Committees and Boards	8						
Lump Sum Fee Not to Exceed							\$47,200.00
* All Reimbursable Expenses are part of above fee							
Hourly Rates	\$95.00	\$95.00	\$55.00	\$65.00	\$100.00	\$100.00	\$100.00

Sincerely,



Jon Wallenkamp