



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, March 10, 2026 at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Lisa Rasmussen
Michael Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Aaron Griner Chad Henke
Becky McElhane

- 1 Call to order by the presiding officer.**
- 2 Pledge of Allegiance, and Roll Call and Proclamations.**
- 3 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.**

February 24, 2026 Regular Common Council Minutes
- 4 Reading of the City of Wausau Public Comment Statement.**
- 5 Comments and suggestions from preregistered citizens.**
- 6 Consent agenda.**

26-0303 Ordinance from the Plan Commission Rezoning 731 N 1st Street from a (DPMU) Downtown Periphery Mixed Use Zoning District to a (DRMU) Downtown High-Rise Mixed-Use District.

26-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

26-0304 Ordinance from the Infrastructure & Facilities Committee Designating 15 Minute Loading Zone on the North Side of Jackson Street Between 3rd Street and 5th Street.

26-0305 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Jackson Street Beginning at the Intersection with 5th Street and Extending West 300 Feet.
- 7 Ordinances and resolutions.**

24-0704 Reconsideration of the Resolution from the Finance Committee authorizing 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.

26-0302 Confirming Appointments of the Mayor of the City of Wausau to the Board of Review.
- 8 Suspend Rule 12(A) Referral of resolutions and 6(B) Filing.**

26-0306 Joint Resolution from the Finance Committee and Transit Commission Approving Contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study.

26-0307 Resolution from Common Council Approving Release of All Claims - Property Damage for Settlement of Counterclaim and Third Party Complaint – David Hoelzel v. City of Wausau (Marathon Co. Case No. 25-CV-594).
- 9 Closed Session.**

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 25-CV-594 (David Hoelzel).
- 10 Reconvene into Open Session, if necessary, to take action on Closed Session items.**
- 11 Announcement from Mayor and Alderpersons.**
- 12 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.**
- 13 Adjournment.**

Mayor Doug Diny, Chair

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

DATE: 03/04/2026
TIME: 4:30 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.



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OFFICIAL MINUTE PROCEEDINGS
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, February 24, 2026 at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Lisa Rasmussen
Micheal Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Aaron Griner Chad Henke
Becky McElhaney

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Mayor Doug Diny presided.
The meeting was called to order at 06:32 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Aaron Griner, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke
Members Absent -
Members Excused -
Present 11, Absent 0, Excused 0

3 Presentations.

Presentation by the Wausau Police Department for the Medal of Valor Award.
Matthew Barnes, Police Chief for the City of Wausau, presented the Medal of Valor Award to Officer Wade Schnowske and spoke on the passing of Major Frank Schuelke.

4 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.

Motion by Alderperson Watson, seconded by Alderperson Lukens, to approve all items outlined below.
Yes 11, No 0, Abstained 0
MOTION PASSED.

February 10, 2026 Regular Common Council Minutes

5 Reading of the City of Wausau Public Comment Statement.

Mayor Diny read the public comment statement.

6 Comments and suggestions from preregistered citizens.

1. Tom Kilian, 133 E. Thomas Street - spoke in opposition to #26-0205.
2. Tony Gonzalez, 219 N. 4th Avenue - spoke in opposition to #24-0704.

7 Consent agenda.

Without objection, item 24-0704 was pulled from the Consent Agenda by the Chair.

Motion by Alderperson Neal, seconded by Alderperson Kilian, to approve all items outlined below.
Yes 11, No 0, Abstained 0
MOTION PASSED.

Without objection, item 26-0205 was pulled from the Consent Agenda by Kilian.

26-0108 Resolution from the Public Health & Safety Committee Approving or Denying

Various Licenses as Indicated.

01-0115 Resolution from the Public Health & Safety Committee Relocating Wards 17, 18, 19, 20 (District 7 & 8) to a Marathon Park East Gate Hall in 2026.

23-0214 Resolution from the Finance Committee Approving Amendment to Professional Service Contract with EPLEX, LLC.

26-0206 Resolution from the Finance Committee Approving Amendment to the City of Wausau Comprehensive Fee Schedule Regarding Commercial Building and Plumbing Plan Reviews.

8 Ordinances and resolutions.

26-0205 Ordinance from the Plan Commission Amending Sections 23.02.30 (SR-2) Single Family Residential-2 Zoning District, 23.02.31 (SR-3) Single Family Residential-3 Zoning District, 23.02.32 (SR-5) Single Family Residential-5 Zoning District, 23.02.34 (MH-7) Mobile Home Residential-7 Zoning District, 23.02.40 (DR-8) Duplex Residential-8 Zoning District, 23.02.41 (TF-10) Two Flat Residential-10 Zoning District, 23.02.61 (MI) Medium Industrial Zoning District, Section 23.02.62 (HI) Heavy Industrial Zoning District, 23.02.70 (IOS) Intensive Outdoor Storage Zoning District, 23.03.30 Temporary uses, 23.06.06 Off-street parking and traffic circulation, 23.06.20 Exterior lighting standards, 23.06.40 Fencing standards and 23.09.27 Sign permits-Application, enforcement, and revocation.

Kilian stated the conditional use items raised concerns and stated those items should be considered at another time for the public to understand the full impact of the changes made.

Rasmussen stated this ordinance was meant as a clerical language clean-up and not a policy change which should come forward as a separate issue. It was further stated that if this was an effort to make policy changes over certain land uses that alders may not like during the process of cleaning-up code numbers, it was inappropriate. Rasmussen stated opposition to the amendment as it is not the intent of the ordinance change.

Lukens stated support for the clerical language clean-up and taking the ordinance as a whole, and then having a policy discussion over conditional uses at another time.

Kilian stated the Common Council was being asked to approve the ordinance as is and stated opposition to accepting the conditional use language as is.

Motion by Alderperson Kilian, seconded by Alderperson Neal, to amend Ordinance 26-0205 to remove the changes in Section 7. (3) and 8. (3).

Yes - Alderperson Kilian, Alderperson Neal, Alderperson McElhaney, Alderperson Tierney

No - Alderperson Lukens, Alderperson Martens, Alderperson Griner, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson, Alderperson Henke

Abstained - None

Yes 4, No 7, Abstained 0

MOTION FAILED.

Rasmussen stated support of the ordinance to correct the clerical error and then pursue changes to conditional uses separately.

Motion by Alderperson Watson, seconded by Alderperson Tierney, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

24-0704 Resolution from the Finance Committee authorizing 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.

Kilian stated concerns with the timing of the release of this Request for Proposal and other concerns over federal money guidelines. It was further stated that the item should be postponed and that the RFP should be re-released to give more time for other interested parties to apply.

Point of order raised by Alderperson Neal that was a parliamentary inquiry into whether a motion to re-release the RFP was in order. *Point of order was not well taken* by the Chair.

Kilian stated an intention to withdraw the motion to table if the RFP could be re-released. It was stated that the resolution would have to be voted on or referred back to committee to re-release the RFP.

Motion by Alderperson Kilian, seconded by Alderperson Neal, to table 24-0704 until it is reconsidered. Neal withdrew the second to the motion. Kilian withdrew the motion.

Rasmussen stated that the idea of re-releasing the RFP would be unfair to the applicants that had applied and that it was likely that those same applicants would apply and be recommended again. It was further stated that if the intention is to re-release, it should be referred back to the committee to give that directive.

Neal stated opposition due to questions about the awardee and the process for which the RFP was released.

Lukens stated opposition to the motion to refer the resolution back to committee for the purpose of re-releasing the RFP. It was further stated the item had been vetted by staff and that that course of action should not change based on one public comment and new information that had not been vetted.

Tierney questioned the timing of the RFP and asked if another applicant received the proposal request. It was stated that, due to the holiday, the communication was received but not read by the other applicant until a number of weeks later. Tierney stated that a number of weeks was a long period of time for a business owner to not check emails to respond.

Larson stated it would not be fair to the applicants if an RFP was re-released.

Kilian stated concerns of if the appropriate United States Department of Housing and Urban Development guidelines would be met for this program.

Neal stated there were a number of issues brought up and that the item should be referred back to committee to further hash out those concerns.

Motion by Alderperson Neal, seconded by Alderperson Kilian, to refer item 24-0704 back to committee.

Yes - Alderperson Kilian, Alderperson Neal, Alderperson Griner

No - Alderperson Lukens, Alderperson Martens, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson,

Alderperson Henke

Abstained - None

Yes 3, No 8, Abstained 0

MOTION PASSED.

Neal stated opposition to the resolution as many questions remain.

Rasmussen stated support for this program to engage in bilingual communication to abate lead hazards in homes.

Motion by Alderperson Watson, seconded by Alderperson Larson, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Griner, Alderperson McElhanev , Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke
No - Alderperson Kilian, Alderperson Neal
Abstained - None
Yes 9, No 2, Abstained 0
MOTION PASSED.

26-0202 Confirming Appointments of the Mayor of the City of Wausau to the Business Improvement District Board.

Motion by Alderperson Lukens, seconded by Alderperson Neal, to approve.
Yes 11, No 0, Abstained 0
MOTION PASSED.

11 Announcement from Mayor and Alderpersons.

Alderperson Tierney - Announced that a listening session on the referendum would be Thursday, February 26, 2026, at 5:30pm at Wausau Fire Station 2.
Alderperson Martens - Announced that the Longfellow Neighborhood Meeting would be Monday, March 2, 2026, at 6:30pm at the Wausau Public Safety Building and that the neighborhood meeting will be discussing the referendum.

12 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.

1. Mariana Savela, Board President of HOLA (Healthy Opportunities for Latin Americans) - spoke on the organization.

9 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(f) to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations to discuss an investigation into allegations against a City of Wausau official.

Motion by Alderperson Lukens, seconded by Alderperson Neal, to adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(f) to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations to discuss an investigation into allegations against a City of Wausau official.
Yes 11, No 0, Abstained 0
MOTION PASSED.

The Common Council convened into Closed Session.

The Common Council did not reconvene into Open Session.

10 Reconvene into Open Session, if necessary, to take action on Closed Session items.

13 Adjournment.

Motion by Alderperson Neal, seconded by Alderperson Henke, to adjourn. Motion carried.
Meeting adjourned at 09:00 PM.

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



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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Plan Commission Rezoning 731 N 1st Street from a (DPMU) Downtown Periphery Mixed Use Zoning District to a (DRMU) Downtown High-Rise Mixed-Use District.

Committee Action: Approved 6-0

File Number: 26-0303

Date Introduced: March 10, 2026

Ordinance Number: 61-4057-748

The Common Council of the City of Wausau do ordain as follows:

Section 1. That the site of lands described as follows:

ALL OF CERTIFIED SURVEY MAP NUMBER 4014, RECORDED IN VOLUME 15, ON PAGE 12, AS DOCUMENT NUMBER 846597, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, PART OF VACATED MCINDOE STREET, PART OF VACATED NORTH 2ND STREET, AND PART OF VACATED FRANKLIN STREET; ALL LOCATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ AND THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

now comprising a part of DPMU, Downtown Periphery Mixed-Use Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to DRMU, Downtown High-Rise Mixed-Use Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted: 3/10/2026
Approved: 3/11/2026
Published: 3/18/2026
Attest: 3/11/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



STAFF REPORT

To: Plan Commission
Prepared By: Brad Lenz, AICP, City Planner
Date: February 18, 2026

REQUESTED ACTION:

Zoning Map Amendment

731 N. 1st Street from DPMU to DRMU

LOCATION: 731 N. First Street

APPLICANT: Beacon Resources, LLC

EXISTING ZONING: **(DPMU) Downtown Periphery Mixed Use Zoning District**

Intent. This district is intended to permit both large- and small-scale established commercial and institutional development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. The district is also intended to act as a buffer between the historic and high-rise characteristics of the Central Business District and the lower-density residential neighborhoods surrounding it, however minimum height, maximum parking, and minimum setbacks will be required. These requirements will facilitate higher density development than the existing buildings within the district. Residential uses are intended to occur at a minimum approximate density of ten dwelling units per acre.

EXISTING LAND USE: Office building and surface parking

SIZE OF PARCEL: 3.8 acres

REQUESTED ZONING: **(DRMU) Downtown High-Rise Mixed-Use District**

Intent. This district is intended to permit large-scale established commercial, office, and institutional development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. The district is also intended to retain the existing high-rise characteristics of the Central Business District without compromising the historic development areas. Residential uses are intended to occur at a minimum approximate density of 20+

dwelling units per acre and shall be limited to a small portion of the ground floor.

PURPOSE:

To develop 70-unit, 7-story multi-family residential building

COMPREHENSIVE PLAN:

Chapter 3 – Housing

Objective 3 of the Housing Chapter is to encourage a variety of housing types throughout the City without concentrating any particular type of housing within one neighborhood. An action step under this objective is to continue efforts to expand the housing opportunities available within the Central Business District.

Chapter 8 – Downtown

The subject site is identified as Redevelopment Site #2, with potential for residential and/or retail development. It is noted that the existing surface parking lot on this and adjoining properties are a deterrent to pedestrian traffic between the downtown and riverfront.

An objective in the Downtown Chapter is to support investment in Downtown Wausau as an economic engine for the City, with an action step to support a variety of uses, including high-density residential uses.

Future Land Use Map – City Center Transect

A transect provides a geographic cross section of a city or region used to identify a range of environments by their level and intensity of urban character – ranging from rural to urban. A transect provides an indication of expected density and scale, rather than specific uses allowed. The City Center is the most urban/dense transect, reflective of a typical downtown environment. The City Center transect includes, and is found in all directions of, the subject property. The transect contains a variety of zoning districts, including both the existing and proposed zoning districts of the subject property.

OTHER PLANS:

2022 Wausau Metropolitan Area Housing Assessment

This study recommends that all eight municipalities actively pursue new construction of housing of all types and prices while encouraging the preservation of existing housing.

Housing for Older Adults Report 2026

This addendum to the 2022 housing assessment shows significant demand in housing for people 55 and older. Specifically, 771 independent living units (predominantly renter-occupied) are expected to be needed in the market by 2040.

BACKGROUND INFORMATION:

The subject parcel – Lot 2 on the attached Certified Survey Map – was split off from a larger parcel that occupied, essentially, three historic city blocks. The new “Lot 2” contains what is known locally as the Graebel Building, as well as its rear parking lot. “Lot 1” to the north is an adjacent surface parking lot that is not part of the rezoning request. The future plans for the original parcel are to develop Lot 1 with an assisted living facility, and split Lot 2 into a future development site. The proposed independent living building would occupy the western half of Lot 2.

The attached zoning map (provided by the petitioners) shows the current zoning districts of the subject parcel and surrounding area. The proposed zoning change would essentially shift the northern boundary of the high-rise district (purple) to the north, the equivalent of one city block. The new dividing line between zoning districts would not be a city street but a property line between the proposed independent living building and a future assisted living facility. Zoning divisions along property lines internal to a block, as is proposed, are common since they create consistent block faces (i.e., both sides of a street are the same zoning, rather than different zoning districts on opposite sides of the same street). In this case, Grant Street would have consistent zoning on both sides of the street between 1st and 2nd, as well as midway between 2nd and 3rd Streets.

After the proposed zoning change, the periphery zoning district (DPMU), whose intent is to be a buffer between the traditional downtown and the lower-density residential neighborhoods surrounding it, would still exist around the subject property for 1-2 blocks, particularly to the east and north. High-rise zoning currently extends further north (i.e., away from the center of downtown) than the subject property (at 800 N. 1st Street).

The main purpose of the proposed zoning change is to allow for a taller building than is allowed in the current district. The DPMU has a maximum height of 60 feet and maximum number of stories of five. The change to DRMU, with no such maximums, is needed to construct the proposed seven-story building. The uses allowed in both zoning districts (current and proposed) are very similar, with the main difference being the intensity at which they are allowed. Some uses require the additional step of a conditional use permit in one district versus the other. The intent statements of both zoning districts, as listed at the beginning of this report, are also very similar – they are both downtown, mixed-use districts.

CRITERIA FOR APPROVAL

Section 23.10.31(4)(b) of the zoning code outlines the review criteria for review of a Zoning Map Amendment. Staff has provided an analysis below:

- 1. Advances the purposes of this title as outlined in section 23.01.03 and the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.**

This proposal encourages an appropriate density and intensity of development, as well as economic vitality at a level that is compatible with existing public infrastructure and facilities. It increases the ability to construct much needed housing within the City, while keeping in scale, character, and urban design of the area. Additionally, the proposed Zoning Map Amendment is consistent with the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.

2. Is in harmony with the Comprehensive Plan.

The proposed zoning district aligns with the goals, objectives, and action steps of the Comprehensive Plan, particularly the Downtown and Housing chapters, as outlined above.

3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

The proposed zoning district allows similar land uses (commercial and residential) as the current zoning district. The allowable intensity is increased due to no restrictions on building height, but the proposed zoning district is currently in existence to the south and west of the subject property. The dividing line between high-rise and periphery zoning districts is just shifting north by the equivalent of one city block. The high-rise district would still be buffered/surrounded by the downtown periphery zoning district, in the same manner as it is now.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:

- a. **The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.**
- b. **A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.**
- c. **Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.**
- d. **Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.**

The proposed Zoning Map Amendment is not a direct response to any of the factors listed above. Recent market studies, however, suggest that allowing denser housing may be justifiable based on current conditions and future projections.

STAFF RECOMMENDATION

The staff recommendation is to approve the proposed Zoning Map Amendment at 731 N. 1st Street from (DPMU) Downtown Periphery Zoning District to (DRMU) Downtown High-Rise Mixed Use Zoning District.

COMMITTEE ACTION

Plan Commission shall make a recommendation for approval or denial to the Common Council. The Council will then determine whether to approve, approve with modifications, or deny the proposed Zoning Map Amendment.

January 20, 2026

Bill Hebert
Brad Lenz
City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: Zoning Map Amendment and Conditional Use Permit request, 731 N. First Street, Wausau – Lot 2 of Marathon County Certified Survey Map No. 20260.

Dear Bill and Brad,

Please accept the enclosed materials on behalf of Beacon Resources, LLC for a requested Zoning Map Amendment and Conditional Use request. Beacon Resources' goal is to construct a 70-unit residential apartment building on the referenced parcel for those 55 years old and above. The necessity to obtain the following approvals is predicated on the following:

Zoning Map Amendment Request – The maximum building height in the Downtown Periphery Mixed-Use Zoning District (DPMU is the current district) is 5 stories. The proposed building is 7 stories. The Downtown High-Rise Mixed Use Zoning District (DRMU) has no maximum building height.

Conditional Use Permit Request – 1.) An apartment building with 37 plus living units requires a Conditional Use Permit per City of Wausau Code 23.02.57(3)(b) within the DRMU Zoning District, 2.) Requesting the address of 100 Grant Street, 3.) Requesting the East side of the building be recognized as the rear lot allowing the 10-foot setback. The building entrance faces the intersection of 1st St. and Grant St.

Please place these matters on the February 17, 2026, Planning Commission agenda for review and approval. The enclosed materials submitted for review and approval include the following:

- Check for \$450 for the Zoning Map Amendment

- Check for \$450 for the Conditional Use Permit
- Executed Zoning Map Amendment Application
- Executed Application for a Conditional Use
- Certified Survey Map No. 20260 with highlights/notes
- Zoning Map of the Subject Area
- Proposed Site Plan
- Proposed Building Floor Plans
- Proposed Building Elevations
- Proposed Building Rendering
- Excerpts from the City of Wausau 2017 Comprehensive Plan
- Excerpts from the City of Wausau 2020 Tower Plan

We offer the following comments supporting our proposal to construct the proposed redevelopment efforts:

Conformance with the 2017 City of Wausau Comprehensive Plan

The subject site was identified as Site #2 of Potential Redevelopment Sites within the Comprehensive Plan. The plan suggests residential land use as one of the options for the existing building. The existing building offers little opportunity for a quality residential setting therefore the existing building will be raised to accommodate new development. The proposed redevelopment effort supports over 70% of the Comprehensive Plan goals and objectives for the downtown. We believe the proposed redevelopment effort is in complete concert with the 2017 City of Wausau Comprehensive Plan.

Conformance with the Towers Area Market Study 2020

The area north of Grant Street is identified as a transitional area transitioning from the Central Business District to the residential historic district to the north. Residential density exceeding 10 living units per acre are suggested. The current development plan proposes approximately 30 living units per acre. The plan also recognizes this site as redevelopment site T5 suggesting residential apartments with a parking structure. The proposed plan provides exactly this style of development. The plan goals and the implementation strategy ask that new residential development in the downtown area be supported. We believe the proposed redevelopment effort is in complete concert with the Towers Area Market Study 2020.

Redevelopment Effort

The existing retail facility was constructed around 1964 to accommodate Prange's department store. Upon the construction of the Wausau Mall on the South end of 3rd

Street, retail operations at the North end of 3rd Street became less viable. The building transitioned into office suites being home to two state agencies and various professional services. The aged, under-utilized parking field and dated architecture of the facility leave few attractive revitalization options for the existing facility. Beacon Resources wishes to demolish the existing building to accommodate new facilities. The current plan anticipates removing the existing building, leaving the floor slab in place during site reconstruction efforts using the floor slab to stage building materials. The floor slab would be removed and the site restored following the grant of an occupancy permit for the proposed building.

Proposed Development

The Project consists of the construction of a 7-story adult housing complex. The residential tower grade level contains lobby and amenity spaces and covered parking. Apartment units on Levels 2-6 with additional amenity spaces with exterior terraces on levels 2 and 7 with exterior patio spaces over the roof below.

The residential units include a mix of one-bedroom, one-bedroom + den, two-bedroom, two-bedroom + den, three-bedroom, and penthouse units. At least one unit will be designated as a guest unit for residents.

95 residents secured parking stalls, and 13 enclosed guest stalls are at grade level. EV charging stations will be made available for use in the parking garage. Additionally, there are 10 surface parking stalls provided for public use.

Residential Amenities are planned for several levels of the building. The potential amenities include:

- Residence Lobby
- Leasing Center
- Mail Room, Package Room
- Bike Storage with a Bike Repair Station
- Pet Wash and Pet Run
- Lounge and Coffee Bar
- Demonstration/Catering Kitchen with Lounge Dining
- Makers Space
- Crafts Room
- Library & Puzzle room
- Club Room and Game Room
- Storage Lockers
- Exterior landscaping with residents only patio with grilling and seating areas.

The building will be built with Type IA non-combustible construction including concrete

load bearing foundation walls, concrete structural columns and beams, and post tension floor slabs. Sustainability measures planned for the development proposal include efficient appliances and lighting, and electric vehicle charging.

The proposed building will be connected to a proposed assisted living facility currently under design for Lot 1 of CSM #20260 located directly north. The assisted living facility is currently in the schematic design phase. We anticipate bringing this project before the City for review and approval in 2026. The assisted living facility provides a safe and familiar place to live for those that need additional care and assistance.

Providing healthy lifestyles and activities is a focus for the residents of this residential setting. The offerings of the YMCA and The Landing and connections to these facilities are vital to this redevelopment effort. At grade connections will be provided during this phase with enhanced connections being considered during the redevelopment phase of the easterly portion of Lot 2, CSM 20260.

Project Timeline

We anticipate the completion of tenant relocation efforts within the existing facility be completed by April 1, 2026. Demolition of the building will begin immediately after. Construction of the proposed building is scheduled to begin June 1, 2026, with occupancy anticipated early 2028.

We look forward to working with the City of Wausau on our continued efforts to make downtown first in class. Thank you in advance for your consideration of this matter.

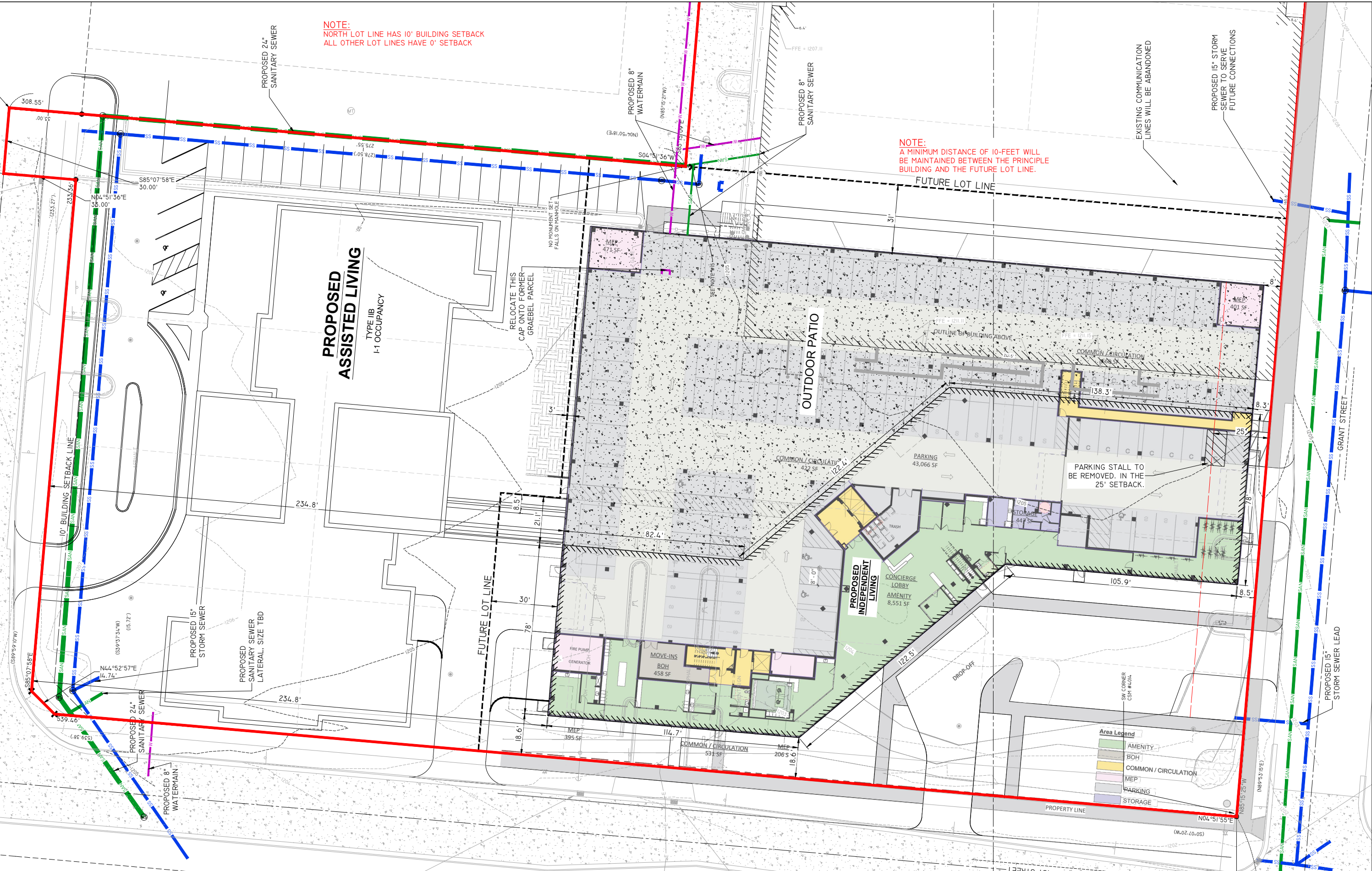
Sincerely,
Land Planning Services, LLC


Tom Radenz, PLS

Enclosures

cc. Jeff Stubbe, Beacon Resources, LLC, 500 N. 1st St., Suite 5500, Wausau, WI 54403
Chuck Ghidorzi, Ghidorzi Construction, 2100 Stewart Avenue, Suite 300, Wausau, WI 54401
Cory Schlosser, REI Engineering, Inc., 9784 20th Avenue, Wausau, WI 54401

DRAWING FILE: P:\4600-4699\4681D - BEACON RESOURCES - ASSISTED LIVING - NORTH 1ST STREET - CITY OF WAUSAU - MARATHON COUNTY\DRAWING DESIGN\4681B-DESIGN.DWG LAYOUT: EXH-1
 PLOTTED: JAN 22, 2026 - 8:39 AM PLOTTED BY: T00DW



NOTE:
 NORTH LOT LINE HAS 10' BUILDING SETBACK
 ALL OTHER LOT LINES HAVE 0' SETBACK

NOTE:
 A MINIMUM DISTANCE OF 10-FEET WILL
 BE MAINTAINED BETWEEN THE PRINCIPLE
 BUILDING AND THE FUTURE LOT LINE.

EXISTING COMMUNICATION
 LINES WILL BE ABANDONED

PROPOSED 15" STORM
 SEWER TO SERVE
 FUTURE CONNECTIONS

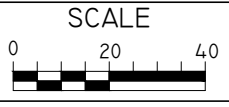
Area Legend

[Green]	AMENITY
[Grey]	BOH
[Yellow]	COMMON / CIRCULATION
[Pink]	MEP
[Blue]	PARKING
[Purple]	STORAGE

REI Engineering, INC.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784, FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



**CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING**



DATE	ISSUANCE	BY	CHKD	SURVEYED BY:	DESIGNED BY:	SURVEY DATE:
				SURVEY CHKD BY:	CIVIL CHKD BY:	CIVIL DATE: 01/16/2026
				SURVEY APVD BY:	CIVIL APVD BY:	DRAWN BY: NAP

PROPOSED INDEPENDENT LIVING FACILITY
 NORTH 1ST STREET
 WAUSAU, WISCONSIN

REI
 REI No. 4681B
 SHEET EXH-1

CSM MAP #20260



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: BEACON RESOURCES LLC

LANDOWNER: BEACON RESOURCES LLC

ALL OF CERTIFIED SURVEY MAP NUMBER 4014, RECORDED IN VOLUME 15, ON PAGE 12, AS DOCUMENT NUMBER 846597, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, PART OF VACATED MCINDOE STREET, PART OF VACATED NORTH 2ND STREET, AND PART OF VACATED FRANKLIN STREET; ALL LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF CERTIFIED SURVEY MAP NUMBER 4014, RECORDED IN VOLUME 15, ON PAGE 12, AS DOCUMENT NUMBER 846597, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, PART OF VACATED MCINDOE STREET, PART OF VACATED NORTH 2ND STREET, AND PART OF VACATED FRANKLIN STREET; ALL LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 00°04'34" WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 25, 1204.23 FEET; THENCE NORTH 89°55'26" EAST, 170.91 FEET TO THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NUMBER 4014, THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GRANT STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, AND THE POINT OF BEGINNING; THENCE NORTH 04°51'55" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, 539.46 FEET; THENCE NORTH 44°52'57" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, 14.74 FEET TO THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NUMBER 4014 AND THE SOUTH RIGHT-OF-WAY LINE OF MCINDOE STREET; THENCE SOUTH 85°07'58" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF MCINDOE STREET, 233.36 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MCINDOE STREET; THENCE NORTH 04°51'36" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF MCINDOE STREET, 33.00 FEET TO THE CENTERLINE OF VACATED MCINDOE STREET; THENCE SOUTH 85°07'58" EAST, COINCIDENT WITH SAID CENTERLINE OF VACATED MCINDOE STREET, 30.00 FEET TO THE CENTERLINE OF VACATED NORTH 2ND STREET; THENCE SOUTH 04°51'36" WEST, COINCIDENT WITH SAID CENTERLINE OF VACATED NORTH 2ND STREET, 308.55 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 18545, RECORDED AS DOCUMENT NUMBER 1798422, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE AND THE CENTERLINE OF VACATED FRANKLIN STREET; THENCE SOUTH 85°15'09" EAST, COINCIDENT WITH SAID CENTERLINE OF VACATED FRANKLIN STREET AND THE SOUTH LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 18545, 272.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 18545 AND THE WEST RIGHT-OF-WAY LINE OF NORTH 3RD STREET; THENCE SOUTH 04°47'34" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF NORTH 3RD STREET, 274.58 FEET TO THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NUMBER 4014 AND SAID NORTH RIGHT-OF-WAY LINE OF GRANT STREET; THENCE NORTH 85°15'25" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF GRANT STREET, 546.07 FEET TO SAID SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NUMBER 4014, SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 226,104 SQUARE FEET, OR 5.190 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF BEACON RESOURCES, OWNER OF SAID PARCELS.

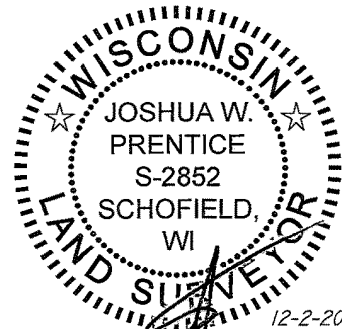
THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

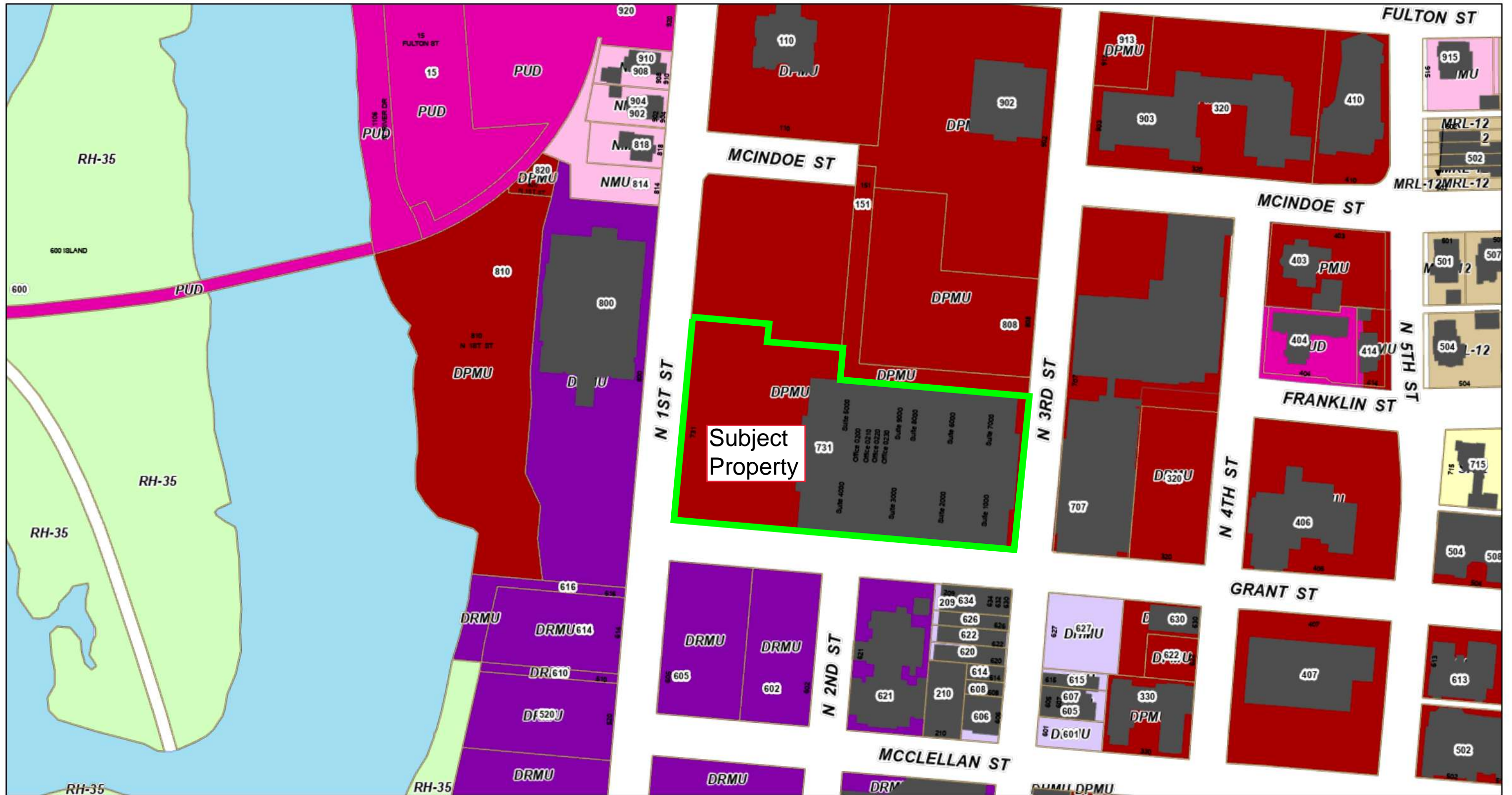
DATED THIS 2ND DAY OF DECEMBER, 2025

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



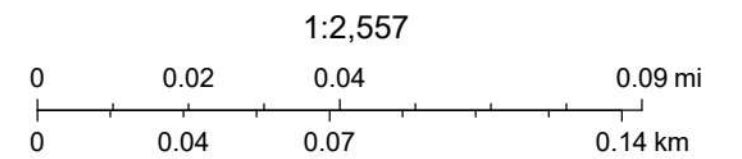
I, [Signature]
CITY OF WAUSAU ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL,
DO HEREBY CERTIFY THAT THE ATTACHED CERTIFIED
SURVEY MAP HAS BEEN REVIEWED AND THERE ARE
NO OBJECTIONS TO RECORDING THIS CERTIFIED
SURVEY IN THE REGISTER OF DEEDS OFFICE.

DATE 12/29/2025



1/13/2026, 10:15:57 AM

- | | | |
|---------------------|-----------------------------------|-------------------------------------|
| Municipal Label | Zoning | NMU - Neighborhood Mixed-Use |
| Parcel | SR-2 - Single Family Residential | DPMU - Downtown Periphery Mixed-Use |
| Address Point | MRL-12 - Multi-Family Residential | DHMU - Downtown Historic Mixed-Use |
| Building | PUD - Planned Unit Development | DRMU - Downtown High-Rise Mixed-Use |
| Zoning (Label Only) | RH-35 - Rural Holding | |



Excerpts from: Towers Area Market Study February 2020

ZONING

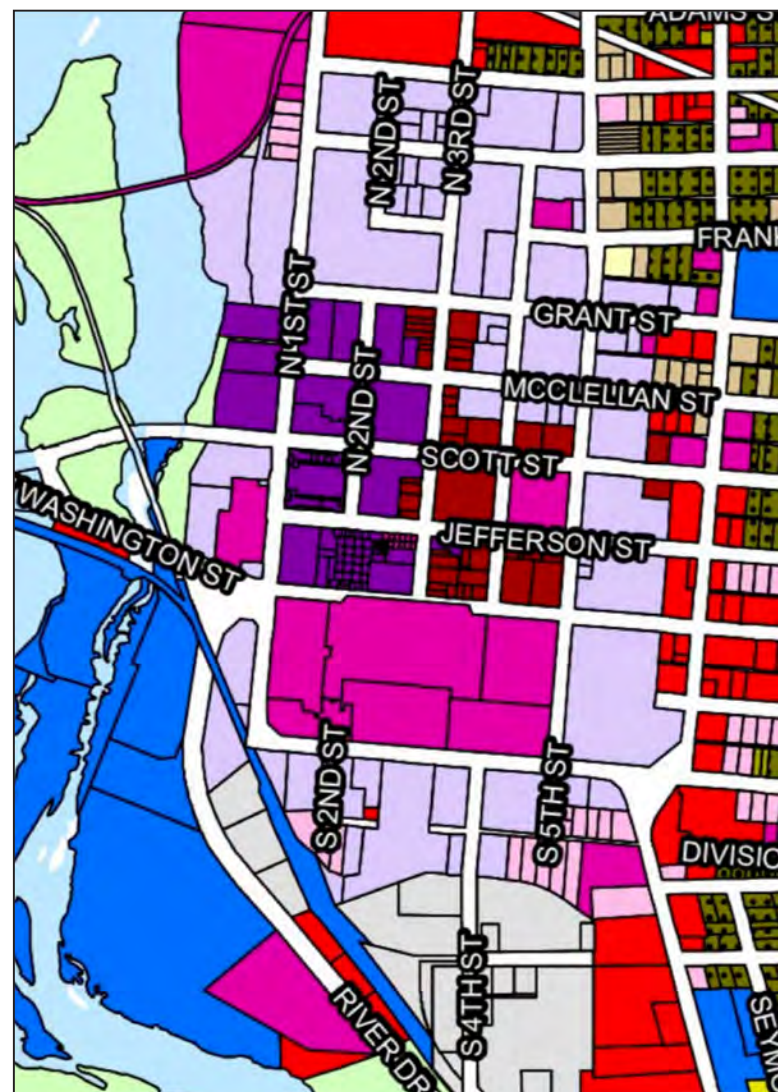
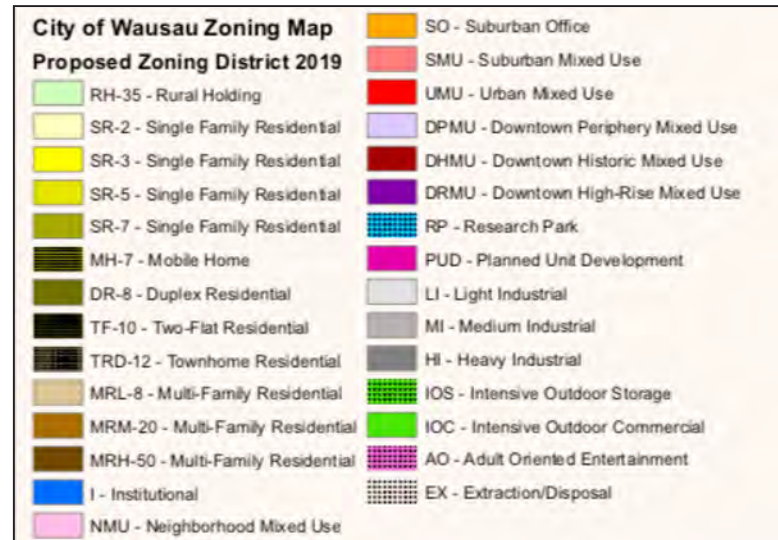
The immediate towers area is proposed as **DRMU-Downtown High-Rise Mixed Use**. This district is intended to permit large-scale established commercial, office, and institutional development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. The district is also intended to retain the existing high-rise characteristics of the Central Business District without compromising the historic development areas. Residential uses are intended to occur at a minimum approximate density of 20+ dwelling units per acre.

The area north of Grant St is proposed as **DPMU-Downtown Periphery Mixed Use**. This district is intended to permit both large- and small-scale established commercial and institutional development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. The district is also intended to act as a buffer between the historic and high-rise characteristics of the Central Business District and the lower-density residential neighborhoods surrounding it, however minimum height, maximum parking, and minimum floor area ratios will be required. These requirements will facilitate higher density development than the existing buildings within the district. Residential uses are intended to occur at a minimum approximate density of 10 dwelling units per acre.

Most of the 3rd Street Corridor is proposed as **DHMU-Downtown Historic Mixed Use**. This district is intended to permit mid-scale downtown commercial development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. The district is also intended to retain the existing “Main Street” characteristics of the core blocks in Wausau’s historic downtown. Residential uses are intended to occur above the first floor at a minimum approximate density of 10 dwelling units per acre.

Representative principal uses permitted by right in all three of the districts include:

- Single family living arrangement
- Apartments with limited commercial
- Mixed-Use Building
- Live/work units
- Office
- Personal + professional services
- Indoor sales or service



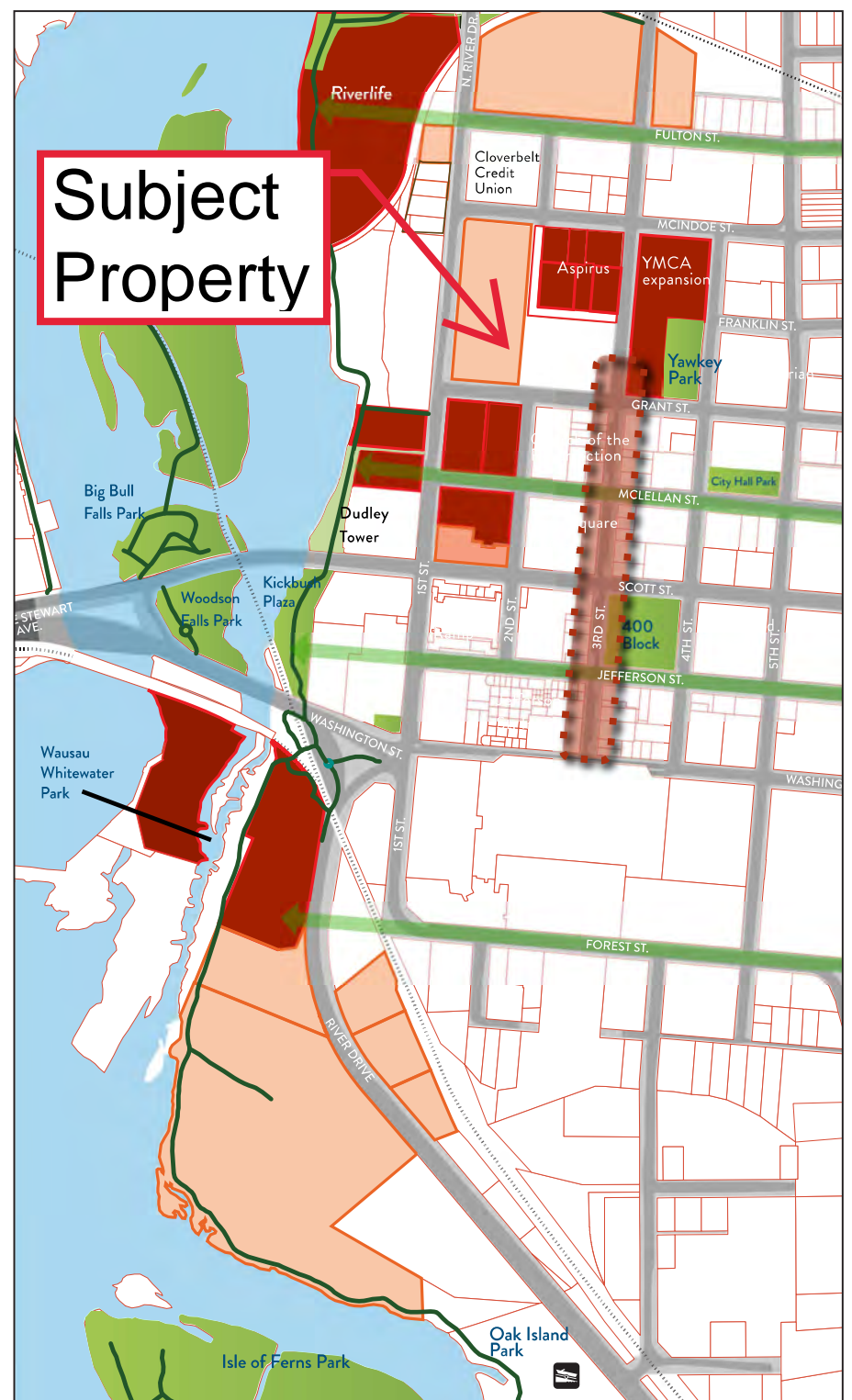
FRAMEWORKS

The frameworks summarize the results of prior and current planning efforts into a coherent diagram. With a more holistic understanding of future planned improvements, decision makers and investors can more effectively shape and respond to evolving market conditions.

REDEVELOPMENT FRAMEWORK

The redevelopment framework identifies mobility, parking, parks/open space, and redevelopment opportunities within the study area. The proposed development scheme seeks to leverage existing assets (proximity to employment, river, outdoor recreational assets) to support the creation of new downtown neighborhoods. The key components of the redevelopment concept include:

1. New residential and mixed-use development in close proximity to downtown amenities including shopping, eating, entertainment, employment, and outdoor recreation along the Wisconsin river. A residential spine along N 1st Ave to N River Drive and River Life provides a strong customer base for a thriving 3rd Street commercial district, and may support a limited number of neighborhood commercial establishments, mainly eating and dining, as part of future mixed-use developments.
2. New office development at the terminus of McClellan Street complimenting the existing Dudley Tower.
3. Pedestrian oriented green streets as well as new trail connections, plazas, and open space linking existing and proposed downtown neighborhoods to the river.
4. Distributed parking solutions which minimizes the need for new large, single block structured parking.
5. Preservation and rehabilitation of historic buildings.
6. Street oriented buildings and well designed streets create comfortable outdoor rooms supporting outdoor dining and entertainment uses.



REDEVELOPMENT FRAMEWORK

REDEVELOPMENT PLAN

VISION

The 2000 Central Business District Master Plan sought to position downtown as the “nerve center of retail trade, financial transactions, and government activities in the region.” This plan recognizes the critical role that central business district functions continue to play in our downtown, bringing thousands of workers into the heart of the City every week day. However, this plan also places emphasis on future residential development as critical to the future success of downtown Wausau. This plan envisions a thriving “central social district” that attracts downtown residents and employees looking for easy access to jobs, outdoor recreation, eating, shopping, and entertainment venues.

Carefully planned and executed residential and mixed-use developments in the Towers Area and beyond will create a vibrant urban neighborhood with access to walkable amenities downtown and along the river, as well as convenient vehicular access to regional shopping, health care, and outdoor recreational amenities.

GOALS + OBJECTIVES

By reviewing, discussing, and prioritizing the challenges and opportunities facing the study area, community leaders can continuously refine specific goals and strategies to help guide future decision making and communicate effectively with the public, downtown businesses, and downtown investors. The following goals and objectives were derived from stakeholder and public feedback, as well as a review of prior documents and input from City staff and elected officials.

1. Create additional tax base for the City
2. Support new residential and mixed-use development
3. Support existing and planned office uses
4. Develop and execute a parking strategy to support growth
5. Improve mobility and access to the river
6. Design and construct a high-quality public realm
7. Strengthen visual connections to the river

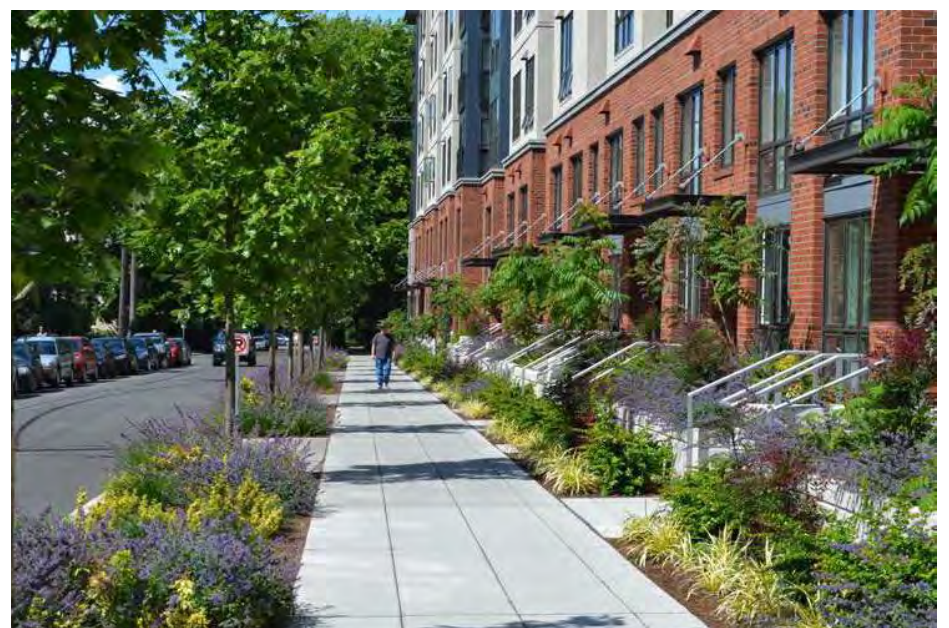
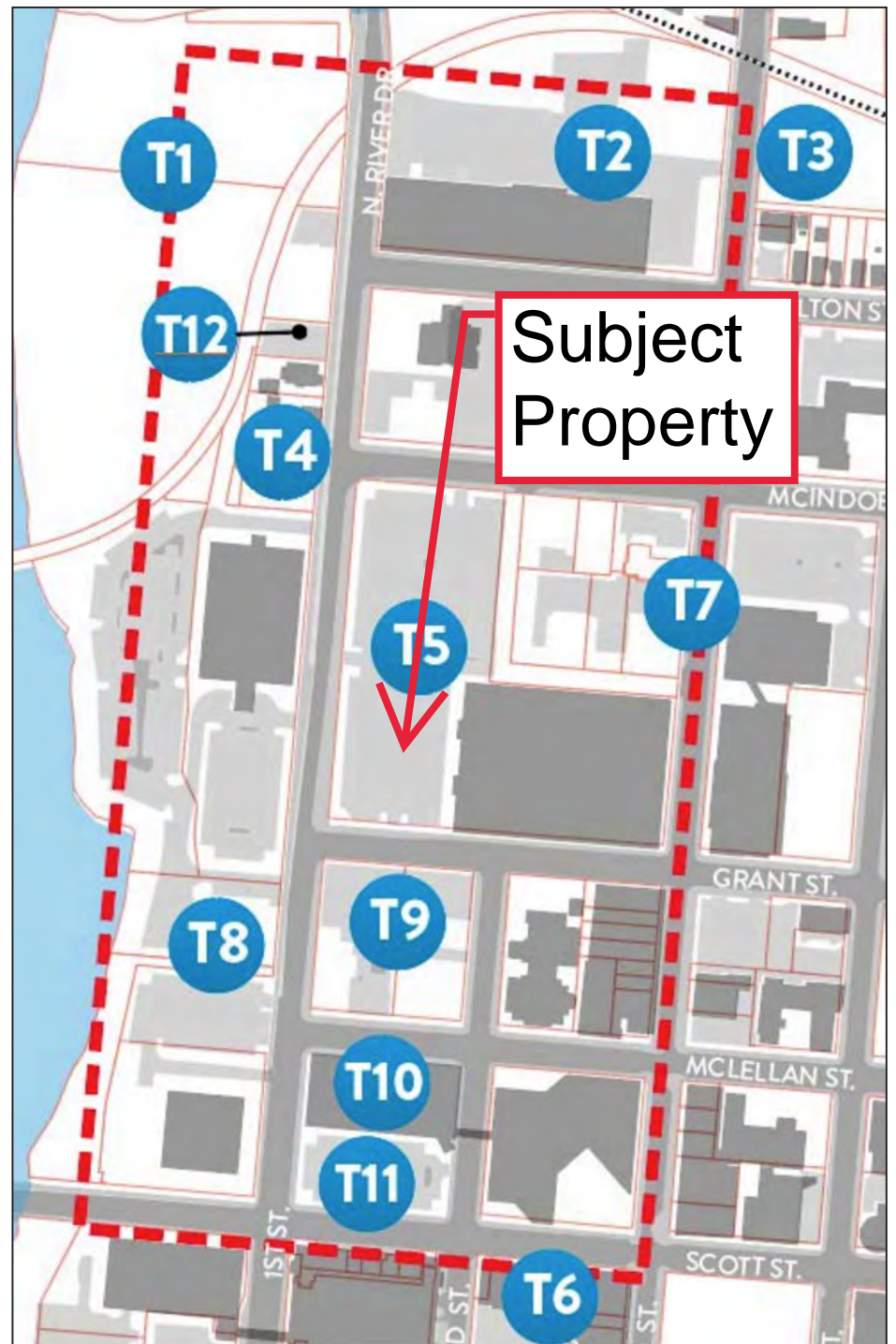
REDEVELOPMENT OPPORTUNITIES

The City's 2000 Master Plan identified higher density residential development adjacent the river north of Scott Street. This concept plan also recommends apartments for the Towers Area. The redevelopment opportunities framework identifies shorter term (<3 years, dark red shaded parcels) and longer term (>3 years, light orange shaded parcels).

T1) Riverlife South. This portion of the overall Riverlife development contains a vacant 4.8-acre site which is permitted and being developed as an upscale residential neighborhood within walking distance of amenities. Higher density apartments with limited commercial space will be developed on both sides of an extended Fulton Street west of 1st Street.

T2) ABC Supply Company. A building supply company currently occupies this roughly 4-acre site north of Fulton Street between, bounded by N River Drive and 3rd Street. Because of the large site, potential longer-term redevelopment opportunities may include medium density multi-family residential, commercial, or mixed-use development. A variety of housing products such as low-rise apartments, townhouses, duplexes, or pocket neighborhoods may be considered for this site given its location at the edge of downtown and proximity to existing neighborhoods.

Buildings should be sited to take advantage of both the proposed green corridor along Fulton Street, as well as the existing trail on the north side of the site providing direct pedestrian access to Riverlife. The site is zoned Urban Mixed Use district, intended for established commercial corridors, that are or are planning to become mixed use in character. The district allows for a variety of employment, retail, and community service opportunities, while allowing some residential uses at an approximate density of up to 36 dwelling units per acre.



T3) 3rd Street & Fulton Street. This site, approximately $\frac{3}{4}$ of an acre, fronts 3rd Street just south of the railroad tracks. The site contains a couple existing single-story commercial buildings near Fulton Street, with open land to the north bordering the railroad tracks. Proximity to the neighborhood commercial node just north of the railroad tracks and nearby trail access to the river makes this an attractive location for residential development, possibly row homes or townhouses oriented toward 3rd Street. The site is zoned Urban Mixed Use district.



T4) Historic single family homes. The three older single-family homes on 1st Street provide a window into the history of the neighborhood north of downtown and should be preserved. This site is part of the Riverlife planned unit development and zoned Single Family Residential.



T5) 1st Street surface parking lot. This site, approximately 2.5 acres in size, is currently used for surface parking. As new development occurs to the south and north, this site may become more attractive for redevelopment. Medium density residential or mixed-use development would complement a growing concentration of residential and office uses, such as 3-4 story apartments with one or two levels of above grade parking below the concrete deck. This site is zoned Downtown Periphery Mixed Use.



T6) Landmark Hotel. A Madison-based developer proposes to renovate the former hotel and downtown Wausau landmark using a combination of funding sources.



IMPLEMENTATION STRATEGY

The City's primary focus should be on incentivizing desired and market driven development that reflects the community's values and future aspirations. The City has control of the McClellan Street parking ramp block, as well as the former Diocese elementary school block within the central towers area. Careful implementation planning will foster intelligent decision making and ensure that new development complements existing uses and parking concerns are pro-actively addressed.

site is not feasible, the City should utilize a RFEI process to identify additional developers with interest in the site. The McClellan block is another potential site for residential or mixed-use development.

4) Determine feasibility of a second office tower north of the Dudley Tower. The site has strong potential synergy with the proposed residential developments in the immediate vicinity. The McClellan green corridor and outdoor plaza would create a compelling location for a new office building. Alternatively, this site remains highly attractive for new residential development as well. The City should establish a positive working relationship with the property owner and investors to identify and address key issues such as financing a potential skyway to a second tower, public access and ownership of the proposed outdoor plaza, and how best to address future parking needs.

5) Pro-actively plan for the demolition and redevelopment of the McClellan ramp. The existing ramp will need to come down within the next four years, so the City should determine if a replacement ramp is needed within that time frame.

The City should continue to update parking assumptions and utilization rates as new development occurs, and compare those results with the parking demand estimates presented in this plan. If a new parking structure is warranted, the City should consider utilizing a PPP approach or incentives to help finance it, ideally as part of a new mixed-use development. This approach may be more cost effective than financing a new, entirely city-owned structure while providing a better parking experience.

6) Implement framework recommendations. Key recommendations to enhance the desirability of Towers Area redevelopment opportunities include:

- Design and construct planned green corridors as depicted in redevelopment framework
- Design and construct Diocese Park in conjunction with proposed residential development
- Establish bike lanes on N 1st Street
- Establish new pedestrian connections to River Edge trail

RECOMMENDATIONS

1) Market potential development opportunities. Using the results of this study, the City should pro-actively engage local and regional investors in order to share the vision and identify potential project partners. This can be done formally through Requests for Expressions of Interest (RFEI) for city-owned properties, and informally through discussions with local investors and presentations to the downtown business community. An annual 'State of the Downtown' event can showcase development trends and opportunities to local and regional developers and investors.

2) Meet with downtown property owners to discuss redevelopment concepts identified in this plan. Identify potential opportunities and challenges associated with the plan's vision.

3) Support new downtown housing development. The redevelopment site with the greatest short-term potential is the former Diocese elementary school block and should therefore be a priority. Key to success will be the integration of the Diocese park open space to the development. If the current development proposal for the

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

File Number: 26-0108

Date Introduced: March 10, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES [<input checked="" type="checkbox"/>]	NO [<input type="checkbox"/>]	
COSTS	<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 type="checkbox"/>]	NO [<input type="checkbox"/>]	<i>Amount:</i>
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue [<input type="checkbox"/>] Debt [<input type="checkbox"/>] Funds on Hand [<input type="checkbox"/>] Interfund Loan [<input type="checkbox"/>]</i>		

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its February 16, 2026 regular meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

 Doug Diny, Mayor



Council Date 03/10/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
226683	9010 - Bartender/Operator New	SCHMELTZER, MITCHELL	107 N KYES ST MERRILL WI 54452		VARIOUS	07/01/2025	06/30/2026	No	No	
226960	9020 - Public Transport Driver Renewal	HAMMONS II, DWAIN	2027 COUNTY RD XX ROTHSCHILD WI 54474		NORTHWOODS CAB LLC	07/01/2025	06/30/2026	No	No	
227097	9027 - Class II	,	2901 N. 7TH STREET WAUSAU WI 54403	"OVER THE HILL" 5K RUN/WALK on MAY 9, 2026 Organized by DANA WEGNER/TY WITTSTRUCK						Yes
227706	9064 - "Class B" Beer & Liquor	MALLOY, MEGAN	718 CHICAGO AVE WAUSAU WI 54403		THE GLASS HAT	02/18/2026	06/30/2026			
226976	9080 - Public Transport Driver New	ALSTEEN, DONALD	206507 PINERY RD HATLEY WI 54440		NORTHWOODS CAB LLC	01/20/2026	06/30/2026	No	No	
226994	9080 - Public Transport Driver New	ANTELL, LYDIA	6111 KAYAK DR SCHOFIELD WI 54474		NORTHWOODS CAB LLC	01/21/2026	06/30/2026	Yes	Yes	
226962	9080 - Public Transport Driver New	FRENCH, TERRY	627 LINCOLN AVE #B WAUSAU WI 54403		NORTHWOODS CAB	01/20/2026	06/30/2026	No	No	
226961	9080 - Public Transport Driver New	GUNDERSON, JEFFREY	PO BOX 25 ANIWA WI 54408		NORTHWOODS CAB	01/20/2026	06/30/2026	Yes	Yes	
226931	9080 - Public Transport Driver New	NORTHCOTT, RODNEY	925 JEFFERSON ST APT #2 WAUSAU WI 54403		NORTHWOODS CAB LLC	01/16/2026	06/30/2026	Yes	Yes	
226784	9080 - Public Transport Driver New	UMBLE, CHAD	203 1/2 S 6TH AVE WAUSAU WI 54401		NORTHWOODS CAB	01/08/2026	06/30/2026	Yes	Yes	
226971	9080 - Public Transport Driver New	WEIX, BRANDON	1000 LAKEVIEW DR SUITE 400 WAUSAU WI 54403		NORTHWOODS CAB	01/20/2026	06/30/2026	No	No	



Council Date 03/10/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
211696	9061 - "Class A" Beer & Liquor		2950 STEWART AVE WAUSAU WI 54401	CHANGE OF AGENT TO AUSTIN LENZNER	KWIK TRIP #851					
211695	9061 - "Class A" Beer & Liquor		1415 WEST ST WAUSAU WI 54401	CHANGE OF AGENT TO SAMANTHA TACKES	KWIK TRIP #1033					
Total Licenses										13



Kody Hart, Deputy City Clerk

TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee
FROM: Kody Hart, Deputy City Clerk
RE: Approve or deny various licenses as indicated on the attached summary report of all applications received.
DATE: February 10, 2026 ****updated February 20, 2026****

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or a designee. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. Denial Recommendations – New Bartender/Operator New License

- ~~Theodore Davis~~ – This application is recommended for denial due to registered sex offender registration and conviction for sex registry violation in 2006. Consideration of this license application was postponed by the Public Health & Safety Committee until the next meeting.
- ~~Johanna Gregory~~ – This application is recommended for denial due to possession of cocaine with intent in 2017, neglecting a child in 2019, falsely present non-controlled substances in 2019, OWI 2nd Offense in 2020, disorderly conduct in 2022, battery and resisting an officer in 2024. Consideration of this license application was postponed by the Public Health & Safety Committee until the next meeting.
- **Mitchell Schmelzter** – This application is recommended for denial due to conviction in 2007 case for armed robbery with threat of force and false imprisonment and possession of narcotic drugs.

2. Denial Recommendations – Renewal Public Transport Driver License

- **Dwaine Hammons II** – This application is recommended for denial due to continued repeated habitual criminal behavior including disorderly conduct and unlawful use of phone threatens harm.

3. Denial Recommendations – New Public Transport Driver License

- **Terry French** – This application is recommended for denial due to 5 OWI convictions with last conviction in 2003 and recent possession of THC and disorderly conduct.



- **Brandon Weix** – This application is recommended for denial due to history of disorderly conduct and current charges of battery to an elderly person and recklessly causing bodily harm.
 - **Donald Alsteen** – This application is recommended for denial due to 4th Degree sexual assault, battery, sex with a child 16 or older, and disorderly conduct with use of a dangerous weapon convictions.
4. **Approval Recommendation – Special Event Class II License:**
- **“Over the Hill” 5K Run/Walk** in the Wausau East and Forest Park neighborhood on May 9th, 2026 from 7:00 AM to 12:00 PM, license applicant Forest Park Village, Dana Wagner.
5. **Approval Recommendation – Temporary “Class B” (Picnic) License:**
- **Cabin Fever** located at 1130 W. Bridge Street on April 11th, 2026 from 7:00 PM to 10:00 PM, license applicant Newman Catholic Schools Athletic Booster Club, agent Jason Holmes.
6. **Approval Recommendation – Change of Agent for a “Class A” Beer & Liquor License:**
- **Kwik Trip #851** located at 2950 Stewart Avenue, license applicant Kwik Trip, Inc., Austin Lenzner as successor agent.
 - **Kwik Trip #1033** located at 1415 West Street, license applicant Kwik Trip, Inc., Samantha Tackes as successor agent.
7. **Approval Recommendation – Parklet:**
- ~~**Westside Diner & Lounge** located at 628 N 3rd Avenue, license applicant 628 Diner LLC, agent Tyler Vogt. Consideration of this license application was postponed by the Public Health & Safety Committee until the next meeting.~~
8. **Pending Recommendations – “Class B” Beer & Liquor License :**
- **The Glass Hat** located at 1203 N. 3rd Street, license applicant Fox Hund LLC, Megan Malloy. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.
The following licenses are attached to the Alcohol License:
 - **Amusement Device**
 - **Tavern Entertainment**

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Designating 15 Minute Loading Zone on the North Side of Jackson Street Between 3rd Street and 5th Street.

Committee Action: Approved 5-0

File Number: 26-0304

Date Introduced: March 10, 2026

Ordinance Number: 61-6008

The Common Council of the City of Wausau do ordain as follows:

Add ()

Section 1. That Section 10.20.080(b) of the Wausau Municipal Code is hereby amended as follows:

(b) There shall be restricted parking in the following locations:

...

Jackson Street

- 15-minute loading zone on the North side of Jackson Street between 3rd Street and 5th Street

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 3/10/2026
Approved: 3/11/2026
Published: 3/18/2026
Attest: 3/11/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: February 12, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: 15-minute loading zone on the north side of Jackson St, west of the overhead walkway

PURPOSE

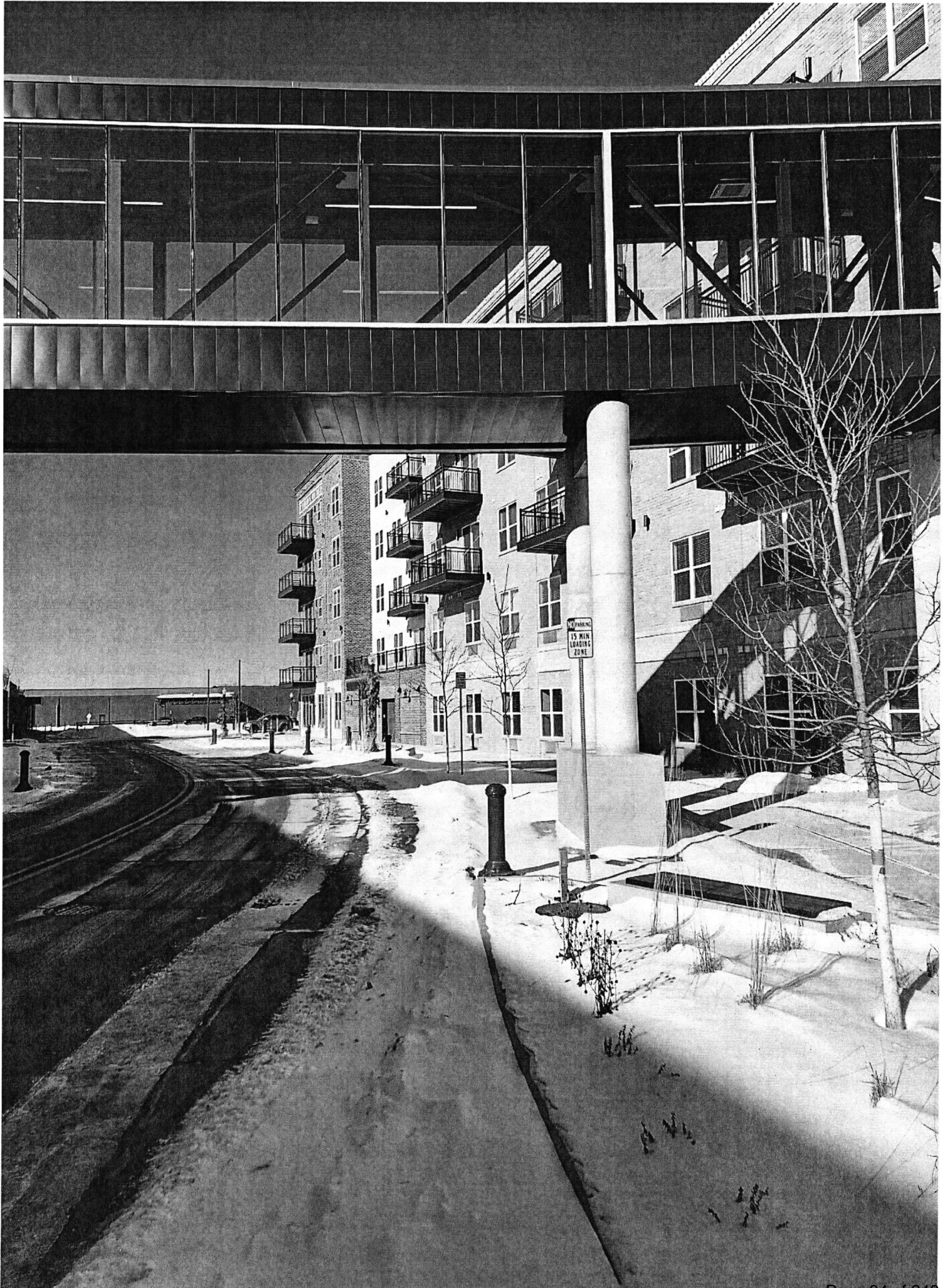
Establish 15 minute loading zones on the north side of Jackson Street between 3rd Street and 5th Street

BACKGROUND

The developer of the Foundry requested these stalls for Loading Zone during design.

RECOMMENDATION

Approval



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Jackson Street Beginning at the Intersection with 5th Street and Extending West 300 Feet.

Committee Action: Approved 5-0

File Number: 26-0305

Date Introduced: March 10, 2026

Ordinance Number: 61-6009

The Common Council of the City of Wausau do ordain as follows:

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Jackson Street

- **South side of Jackson Street beginning at the intersection of 5th Street and extending west 300 feet**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 3/10/2026
Approved: 3/11/2026
Published: 3/18/2026
Attest: 3/11/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: February 12, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: Parking restrictions on the south side of Jackson St, west of 5th St and east of the overhead walkway

PURPOSE

The purpose is to establish 'No Parking' restrictions on Jackson street. The restrictions would be on the south side of Jackson Street, west of 5th Street for approximately 300 feet.

BACKGROUND

The construction of Jackson Street, parking restrictions need to be addressed.

RECOMMENDATION

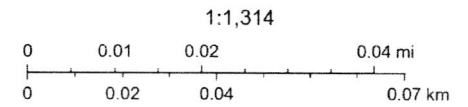
Recommend Approval

ArcGIS Web Map



2/5/2026, 9:10:00 AM

- Parcel
- Right Of Way



**CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403**

Resolution from the Finance Committee authorizing 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.

Committee Action: Passed 5-0

File Number: 24-0704

Date Introduced: February 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
COSTS	<i>Included in Budget:</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<i>Amount:</i>
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>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 of Wausau has previously accepted the Lead Hazard Reduction Capacity Building grant through the Office of Lead Hazard Control and Healthy Homes through the U.S. Department of Housing and Urban Development (HUD) to assist with Lead Hazard Reduction activities in older homes located throughout the City of Wausau; and

WHEREAS, the City of Wausau was awarded \$1,984,999, in which part of the grant requirement is the ability to provide outreach and education to non-English speaking residents; and

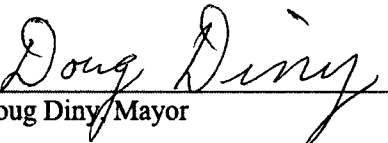
WHEREAS, HOLA, Inc. has the capacity and personnel to provide this required activity; and

WHEREAS, the City desires to purchase services from HOLA, Inc. and New Beginnings for HUD Lead Capacity Building Grant services; and

WHEREAS, the Common Council of the City of Wausau has reviewed and approved individual said Memorandum of Understandings between the City of Wausau and HOLA, Inc. and New Beginning, LLC respectively.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to execute both Memorandum of Understandings between the two entities as well as any necessary documents associated with this Memorandum and subsequent reporting documents as needed for the Lead Hazard Reduction Capacity Building grant.

Approved:


Doug Diny/Mayor



MEMO

TO: Finance Committee Members

FROM: Tammy Stratz, Community Development Manager

RE: Responses to Request for Proposals for Lead Program Outreach Initiative
From New Beginnings and HOLA, Inc.

DATE: January 23, 2026

On August 19, 2024, City Council members accepted the Lead Hazard Capacity Building grant through the Office of Lead Hazard Control and Health Homes through the U.S. Department of Housing and Urban Development. That grant period is October 15, 2024, through October 15, 2027.

As part of that grant application, the City and County Health Department have partnered and entered into a MOU of how we are going to meet the contract requirements. As a part of the grant application, we identified the need for outreach services for non-English speaking residents. Late last year we released a Request for Proposals for these services. We received two – one from New Beginnings for Refugees and one from HOLA, Inc. Both proposals are attached. Kate Florek and Rachel Klemp North from the Health Department and myself reviewed the RFPs and met with each organization to review their submittals to better understand how each organization could assist with outreach. As part of this process, we discovered that both agencies have their own niche in the community and both provide huge benefits to partner with.

As part of the Capacity Building grant, a budget of \$426,378 was proposed for this type of service. This was for a 3-year period. Since we only have 1 ½ years left in the grant, we are proposing to allocate \$212,500 to each organization. We have discussed this with them and they are both willing to adjust their budgets accordingly and are very willing to work with each other. Attached is a draft Memorandum of Understanding between the City and each agency as we did with the County Health Department outlining the responsibilities of each organization. The agreement will be effective from the date after City Council approval, through the end of the HUD grant period, with a provision allowing for an extension if the City or County receives an additional lead grant.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@wausauwi.gov.

Thank you.

To: City of Wausau Community Development and Marathon County Health Dept
Attn: Tammy Stratz
Proposal: Lead Hazard Outreach, Education, and Program Support
Applicant: HOLA, Inc.
January 8, 2026

A. Organizational Overview

Incorporated in August 2023, HOLA (Healthy Opportunities for Latin Americans) is a non-profit organization based in Wausau that serves as a vital bridge, connecting Latino individuals and families in an 8-county area of central WI to healthcare, community services, and legal resources. HOLA builds partnerships across communities, and through collaboration with community partners, we are able to provide important resources and assistance.

Our Mission: To empower all Latinos to be thriving members of our central Wisconsin community while preserving their rich culture and language.

Our Vision: We envision healthy Latino individuals and families contributing to our community and building a stronger, more inclusive central Wisconsin.

To help you better understand the interplay between HOLA and H2N, it is helpful to review our history. In Spring 2020, the Wisconsin Institute for Public Policy and Service (WIPPS) and Medical College of Wisconsin-Central Wisconsin assembled community partners to strengthen communication channels and facilitate regular information exchange between public health/health systems/resource agencies and Hmong, Hispanic, and rural communities through a network of CHWs. This became the Hmong and Hispanic Communication Network (H2N) and Rural Resiliency Network (R2N). Although prevention and mitigation of COVID-19 was the premise, from the beginning, H2N/R2N CHWs were also addressing basic needs of individuals and families in their communities. The bidirectional communication model persists and has been adapted to meet additional community-identified needs. H2N Hispanic leaders founded HOLA, and it became the backbone community-based organization for H2N/R2N in 2024. H2N/R2N CHWs are employed by HOLA and/or WIPPS.

Although HOLA's founding mission and vision focus on Latin Americans, HOLA delivers programs in English, Spanish, Portuguese, and Hmong. HOLA provides all assistance and services to individuals and families free of charge, delivered in their preferred language.

HOLA's activities are focused on 4 areas of service:

1. H2N – backbone organization and fiscal agent for Hmong and Hispanic Communication Network (H2N) and Rural Resiliency Network (R2N). H2N/R2N CHWs have been doing out outreach to promote wellness through blood pressure

and diabetes screenings, pop-up influenza vaccination clinics, bilingual certified Health Navigators, connections to primary care, CPR and Stop-the-Bleed trainings, and sharing of other health-related information and resources.

2. Family Support and Case Management - interpretation and translation, resource navigation, job seeker support, referrals/warm hand-offs to other nonprofits for services and follow-up.
3. Legal Assistance - Referrals to qualified attorneys who offer pro bono or affordable legal assistance.
4. Community and cultural enrichment and events

HOLA has a trusted presence in Wausau and throughout central Wisconsin. Our work is centered on reducing systemic, linguistic, cultural, and other barriers by providing responsive outreach, education, and health and resource navigation services in close collaboration with other community-based organizations, healthcare entities, public health and private foundations and businesses.

Specific examples of Community Engagement and Outreach Experience that demonstrate H2N/HOLA's capacity to reach underserved populations and deliver impactful public health initiatives:

- CHWs led canvassing efforts in targeted neighborhoods for the first season of the EquiFlow lead service line replacement project in Wausau. They also inspected service lines to determine the type of service line (lead, galvanized iron, copper, etc.) and whether they qualified for the program. HOLA continues to lead community outreach for EquiFlow, including door-to-door communications, sharing flyers, social media posts, staffing community events and having conversations about the dangers of lead. HOLA also helps support EquiFlow with interpretation and translation services as needed.
- Let's Get Vaxxed campaign incorporated videos featuring local community members on diverse social media and media platforms (over 25,000 views), videos in 3 languages about "what to expect" at the AMI mass vaccination site, virtual community conversations with trusted messengers to reduce fears, pop-up COVID vaccination clinics in "safe" neighborhood sites.
- Bilingual certified (by the Wisconsin Office of the Commissioner of Insurance) Health Navigator team – central Wisconsin subcontractor for Covering Wisconsin that provides individualized health navigation services connecting uninsured and underinsured families to health insurance (if eligible), affordable/accessible primary care, and services to address social determinants of health.
- Biweekly Community Collaborator meeting, ongoing since Spring 2020, that has brought together representatives from Aspirus, Bridge Clinic, Marathon County Health Dept, Marshfield Clinic, ADRC, HealthFirst, Wausau Free Clinic, Medical College of Wisconsin-Central WI, United Way, and other partners for bidirectional communication with CHW team leaders.

- Heart Healthy Learning Collaborative – HOLA was chosen by the Wisconsin Department of Health Services as the only 2025 recipient of a grant to lead an initiative to bring clinical partners, public health, community-based organizations, and CHWs together to pilot collaborative projects to improve hypertension prevention, diagnosis, treatment, and control in working age adults facing barriers to health. This will run through the summer of 2028.
- H2N CHWs facilitated deliberative dialogues in Spanish as part of WIPPS Let’s Talk Marathon County project to create safe, culturally respectful spaces for community members to have civil conversations about difficult topics (eg immigration, gun violence, childcare, teen mental health, homelessness), also bringing more diverse perspectives to the 2+ year project.

HOLA’s established relationships and community-based approach position the organization to effectively support lead hazard awareness, prevention, and capacity building activities, particularly in high risk and underserved neighborhoods with older housing stock and among families and workers most vulnerable to lead exposure.

B. Project Approach and Work Plan

HOLA is uniquely positioned to meet the Scope of Work for the City of Wausau Lead Hazard Awareness and Capacity Building Grant through its trusted presence in Hispanic/Latino and Hmong communities, multilingual staff, and extensive community partnerships, including an existing collaboration with EquiFlow. HOLA will address the grant objectives by:

1. Increasing Community Awareness of Lead Hazards:
HOLA will educate residents on lead risks in paint, soil, plumbing, and consumer goods through in-person outreach including at grocery stores, churches, community centers, schools, and community events; facilitated community conversations; targeted social media campaigns, WhatsApp messages, multilingual flyers, infographics, podcasts, and local art signage. Additionally, HOLA will distribute program branded water cans at summer sports tournaments to expand reach and provide easily accessible program information.
2. Promoting Access to Services:
HOLA will work with EquiFlow to coordinate access to residents in households targeted for service line inspections and/or houses that have already had lead service line replaced, through which education about lead exposure health impacts and other lead sources (eg paint) and lead risk assessments will be offered. Lead risk assessors will visit homes that are receptive to a visit. If allowed, the assessment will include use of Lumetallix to detect lead. This product is relatively inexpensive, and it is fast (instant), easy to use, sensitive, accurate, and safe to use.

HOLA’s bilingual community health workers (CHWs) will guide families through Lead Risk Assessment program enrollment through this and other settings, answer

questions, and break language and cultural barriers. Collaborations with partnering organizations, small businesses, and locations will ensure outreach occurs in familiar, trusted community spaces.

3. **Connecting Contractors to Training Opportunities:**
HOLA will engage local contractors, handy persons, and tradespeople, particularly minority and immigrant owned businesses through events, social media, and direct messaging to promote free or fee reimbursed Lead Contractor Training programs. CHWs will provide guidance and support for enrollment and completion.
4. **Culturally Relevant and Accessible Messaging:**
HOLA ensures all lead-related communications are culturally sensitive and accessible, using simple language, bilingual infographics, and trusted communication channels, including social media, public flyers posted across local businesses in the Wausau area and WhatsApp group chat.

HOLA would be able to begin services within one week of a contract award, with an initial step to meet with Marathon County Health Department (MCHD) project leaders to evaluate and discuss our work plan and metrics, clarify roles, and strategize to best coordinate our activities. We would also want to set up a regular meeting schedule with MCHD and any other key partners.

Estimated Timeline to Begin Services

- Week 1–4 after contract award: Staff onboarding, planning, and coordination with community partners. Find first available lead risk assessor training opportunity.
- Week 3–7: Development and translation of outreach materials (flyers, infographics, social media content, water can label). Development of processes and protocols for lead risk assessments, mitigation strategies for households with known lead sources, and MCHD activation. Develop plan with CIP about potential coordinated home visits and referrals. Develop internal and external referral and scheduling systems for lead risk assessments
- Week 8–10: Initial community outreach events at grocery stores, schools, churches, and community centers; launch of social media and WhatsApp campaigns.
- Week 11–13: Begin contractor outreach and promotion of lead-safe training programs; distribute promotional water cans at community events and summer sports tournaments.
- Ongoing: Continued multilingual outreach, educational events, lead risk assessments, contractor engagement, and collaboration with partners to maximize reach and participation.

C. Multilingual Capacity

HOLA has the demonstrated ability to provide high quality outreach, education, and navigation services in:

- English
- Spanish
- Hmong
- Portuguese

Our in-house team of 8 bi/tri lingual community health workers (CHWs) have expertise in culturally and linguistically appropriate communication. All services are delivered by these trained bilingual or multilingual CHWs who reflect the communities they serve.

HOLA/H2N:

- supports local health department (Marathon, Wood, Clark, Taylor, Lincoln, Shawano, and Langlade) outreach and engagement efforts through interpretation at farms, restaurants, churches, and community events
- partners with community-based orgs such as The Babies' Place and Children's Wisconsin to provide them with interpretation services
- assists in creation of multilingual, culturally responsive infographics and videos to support community-based knowledge
- has experienced medical interpreters who assist patients and clients at Wausau Free Clinic, HealthFirst, and other clinical settings

D. Community Engagement Strategy

HOLA serves Hispanic/Latino and Hmong communities in Wausau and across Central Wisconsin. These populations include families, workers, small business owners, and tradespeople who may face language, cultural, or systemic barriers to accessing health and safety programs. Through this project we will serve any individual, family, or group in Wausau desiring education about lead hazards and available programming and assistance.

Outreach Methods

HOLA plans to employ a multifaceted, culturally responsive approach to reach communities where they live, work, and gather:

- In-person events at accessible and safe locations such as grocery stores, schools, churches, community centers, and public events and at times that are convenient for community members
- Mobile unit outreach to provide services and education at neighborhood locations where there may not otherwise be available space, and it mitigates weather issues
- Digital communication through WhatsApp group messaging (190+ members), social media platforms, and the HOLA podcast
- Local media public service announcements (including on the Hmong radio station)
- Brief catchy videos in English, Hmong, and Spanish

- Multilingual materials including flyers, infographics, and signage in English, Spanish, and Hmong
- Community branded items such as water cans distributed at summer sports tournaments to share program information
- Collaboration with WIC program and other community partners that serve families with young children to help educate new mothers about the importance of lead related health hazards
- Collaboration with EquiFlow to reach homes being targeted for or that have already had lead service line replacement

Partnerships

HOLA collaborates with trusted local organizations to maximize reach and engagement, including Neighbors' Place, Community Partners Campus, Wausau Free Clinic, Hmong American Center, Children's Imaginarium, Marathon County Health Department, Bridge Community Clinic, HealthFirst/WIC, Aspirus, Marshfield Clinic, Medical College of Wisconsin-Central Wisconsin, Wisconsin Institute for Public Policy and Service, ECDC, New Beginnings, and United Way of Marathon County. These partnerships ensure outreach occurs in familiar, trusted spaces and the ability to connect families to a range of services, as well as increase our capacity to reach communities in multiple ways.

Cultural Responsiveness

HOLA's bilingual community health workers (CHWs) lead education and outreach efforts, using simple, clear language and culturally relevant materials. They are trusted messengers. CHWs provide individualized guidance, answer questions, and break down barriers to program participation. Messaging is adapted to reflect community values, norms, and practices, ensuring accessibility and trust.

To promote of Lead Hazard Awareness, the Grant Program, and Contractor Training HOLA will:

- Educate families on lead risks in paint, soil, plumbing, dust, and consumer goods and the potential harms related to lead exposure
- Promote the Lead Hazard Capacity Building Grant through in-person community events, WhatsApp, social media, local media, podcasts, flyers, community conversations and workshops, and signage
- Engage contractors and tradespeople, particularly minority and immigrant-owned businesses, to connect them to free or fee reimbursed lead contractor training programs
- Use CHWs to provide one on one guidance and support enrollment in programs
- Distribute branded items, such as water cans, and host outreach at summer events to reinforce awareness
- Plan and hold community conversations and workshops about the dangers of lead and educate Wausau residents

- Collaborate with Community Infrastructure Partners to optimize opportunities for doing lead risk assessments in households that are targeted for lead service line replacement or are being followed up after replacement has been done

E. Reporting Experience

HOLA has the staff capacity and the experience required to meet all reporting, coordination, and recordkeeping expectations. Our team has a strong track record of managing multi-partner initiatives, maintaining accurate documentation, meeting metrics, and completing complex grant reporting for federal, state, county, and foundation funders.

HOLA has the organizational capacity to manage the fiscal responsibilities associated with this proposal. HOLA's funds are held in a trust account that is administered through the Fiduciary Services Department of Ruder Ware, L.L.S.C. Fiduciary Services provides the following services to HOLA: (i) custody of assets in segregated accounts identified by the names of granting organizations, (ii) investment of assets in money market funds that are backed 100% by U.S. Treasury issues, (iii) cash flow planning, (iv) fund disbursements, (v) quarterly reporting of account activity, (vi) on-line access to all account activity by HOLA's officers, and (vii) an itemized, year-end report of account activity for tax reporting and audit compliance purposes. Fiduciary Services credits the receipt of funds to an appropriate HOLA account and reports the receipt to an attorney-trustee and the president of HOLA. Disbursements from the account require the approval of (i) the Fiduciary Services Administrator or the Assistant Administrator, (ii) an attorney-trustee, and (iii) the president of HOLA. HOLA's Form 990-PF, Return of Private Foundation, is prepared by a certified public accounting firm retained by Fiduciary Services. KerberRose, CPAs, provides audit services for grants that require certified audits.

Complex grant reporting:

Mariana Savela has extensive experience completing detailed grant reports that include demographic data, performance metrics, expenditure tracking, reimbursement documentation, and narrative summaries. This currently includes quarterly and annual reporting for the Wisconsin Department of Health Services, Advancing Healthier Wisconsin Endowment, and Wisconsin Partnership Program. In the past we have prepared reports for the WI Dept of Natural Resources, CDC Foundation, Community Catalyst, and the WI Dept of Administration. We work with many other smaller funders that also require reports.

Coordinating multiple events and activities:

Our team regularly manages simultaneous community events, trainings, outreach activities, and coalition meetings across multiple counties. Staff handle scheduling, logistics, documentation, and follow-up to ensure all activities align with grant deliverables.

Maintaining accurate records and compliance:

HOLA maintains organized, timely records for case management programs, coalition work with other partners, and grant-funded initiatives. This includes event data, utilization of Qualtrics tools, Wisconsin Immunization Registry input, tracking referrals, service delivery, attendance, demographic information, and financial documentation. Staff also participate in required check-ins and compliance reviews within the different partners and grantors.

F. Staffing Plan

*highlighted personnel would like to and are qualified to complete Lead Risk Assessor training.

Yingyakia Vang – Project Coordinator and Lead Risk Assessor

She has a BS in Human Services Leadership. She has been the Community Outreach Coordinator for the EquiFlow project for over 1 year, through which she is doing education about health hazards related to lead exposure and has experience in visiting homes to inspect lead service lines and discuss replacement opportunities.

Audrey Day – Lead Risk Assessor and community outreach

She has a BA in Global Health with a minor in Sustainability. She had been a community health worker for a county health department and over the past year since being with H2N/R2N, she has worked on a well-water testing project and community outreach for EquiFlow.

Gustavo Perna – Lead Risk Assessor

He has MEd and Bachelors degrees in Physical Activity/Sports and in Business. He has been a CHW with H2N (WIPPS) for 15 months, through which he has been most involved with a well water testing project, health and wellness education, community-based health screenings, designing a longitudinal adult wellness program for farmworkers, and coordinating the PATCH Wausau teen educator program.

Francisco Guerrero – Lead Risk Assessor and contractor outreach

He has Bachelors in Agriculture. He has completed OSHA General Industry Safety Class and has inspected workplaces including farms. He is a certified Health Navigator and Coordinates the H2N Hispanic team. He spent much of 2024 working with the EquiFlow project, canvassing and inspecting homes in target neighborhoods.

Menay Her – social media and media creation and coordination, in-person outreach

She has completed some college courses and recently joined H2N as a CHW and has interest and skills in developing community relationships and social media.

Angelica Espinoza – in-person outreach

She recently joined H2N as a CHW. She was a CHW with Wisconsin Council of Churches during COVID and coordinated many outreach events with community partners. She will be doing weekly lead hazard outreach at the Community Partners Campus.

Mariana Savela – H2N Program Manager

She has a BA in Accounting. She has been a leader in the H2N project since Fall 2020 when she took on Hispanic CHW Coordination and subsequently became H2N Program Manager. She manages the complex blended funding model that has enabled the H2N project to be sustained and she coordinates personnel. She is a founder of HOLA and currently the President of the Board. For this project she will be responsible for data compilation and reporting and grant management.

G. Social Media & Digital Content Examples

Here are some examples of content:

Facebook

<https://www.facebook.com/search/top?q=h2n%20community%20announcements>

The image is a screenshot of a Facebook post. At the top, it says "H2N Community Announcements" with a profile picture and "16h · 🌐". Below that is a post from "Marathon County Health Department · Follow" dated "January 6 at 8:00 AM · 🌐". The text of the post reads: "These FREE lead-safety trainings are filling fast! 🛠️ Contractors and their teams can gain hands-on lead-safe skills and earn certifications for renovation and abatement... See more". The main content is a promotional graphic for "FREE Lead Certification Trainings!". The graphic has a dark blue background with a photo of two people shaking hands. It includes logos for "Health Department" and "WAUSAU". A yellow box says "Sign up here: https://wkt.ms/44x5byp". Below the main title, there are four colored boxes listing training types and dates: "Lead OSHA" (Feb 23rd 9AM-4PM), "Initial Certified Lead Safe Renovator" (Feb 24th 8AM-5PM), "Initial Certified Lead Abatement Worker" (Feb 25th 8AM-5PM), and "Initial Certified Lead Abatement Supervisor" (Feb 26th and 27th 8AM-5PM). A red banner at the bottom of the graphic states: "*A refundable \$100 fee will be collected to hold your spot and returned after you attend class." Below the graphic, the text "FORMS.MONDAY.COM" is visible, followed by "Contractor Lead Certification Trainings Sign-Up | monday.com forms" and a "Sign up" button.

Examples from Facebook

<https://www.facebook.com/share/p/1BmdrUH5KQ/?mibextid=wwXlfr>



**HMONG & HISPANIC
COMMUNICATION NETWORK PROJECT**

FALL 2025 STATISTICS

(AUGUST-OCTOBER)

28 EVENTS

550+ INTERACTIONS

KEY EVENTS: CPR TRAININGS, DAIRY & RESTAURANT VACCINE OUTREACH CLINICS, AND CULTURAL EVENTS FOR HISPANIC HERITAGE MONTH, ALONGSIDE HOLA

162+ VACCINES

GIVEN BY H2N OR GIVEN WITH AID OF LOCAL HEALTH DEPARTMENTS, WAUSAU FAMILY PHARMACY, AND HEALTHFIRST

149+ SCREENINGS

105+ BLOOD PRESSURE SCREENINGS

44+ A1C SCREENINGS

<https://www.facebook.com/share/p/17peupReHa/?mibextid=wwXlfr>



o Short educational videos

Example from HOLA's Podcast series on Facebook, which H2N often reposts

<https://www.facebook.com/share/v/1A7Vs2EVKf/?mibextid=wwXlfr>

 **Healthy Opportunities for Latin Americans** ...
- HOLA
 Nov 13 · 🌐

📖 En este episodio de 'Las Voces Latinas' conversamos con la Pediatra, Dra. Amy Falk, quien recién inauguró la Clínica Pediátrica 'Revision Wellness', ubicada en Marshfield. 🙋

💬 La Dra. Falk habla español también y su consultorio atiende bajo un modelo de Pago directo, una excelente opción para las familias que no cuentan con seguro médico.

📍 La Clínica está ubicada dentro de Anovia Health en Marshfield/ Teléfono: 715 204 9697

📢 En este episodio también compartimos información sobre los centros que están ofreciendo alimentos gratuitos para la comunidad.

#LasVocesLatinas #Podcast
 #ComunidadHispana



Podcast
**LAS VOCES
 LATINAS**
 Con Hazel Garay



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o Multilingual content (Hmong, Spanish, and other languages, if applicable)

Examples from Facebook

<https://www.facebook.com/share/1BwTx376fn/?mibextid=wwXlfr>

Healthy Fall Tour!



Thursday, October 23rd
4:30-6:30pm







Kohlman's and Lee's
735 S 3rd Ave, Wausau, WI 54401

Come and get FREE:
Diabetes Screening
Blood Pressure Screening
FREE Flu Shots (4:30-6pm)





\$20 Farmer's Market Food Vouchers!
Contact: yingyakkia.chw@gmail.com
715-204-9776



Noj Qab Haus Huv Rau Lub Caij Nplooj Zeeg




Thursday, lub 10 hli
ntuj tim 23
4:30-6:30pm

Kohlman's and Lee's
735 S 3rd Ave, Wausau, WI 54401

Tuaj, peb pab DAWB Xwb:
Kuaj ntshav qab zib
Kuaj ntshav siab
Txhaj tshuaj npaws(4:30-6pm)

\$20 Farmer's Market Food Vouchers!
Muaj Lus Nug: yingyakkia.chw@gmail.com
715-204-9776



<https://www.facebook.com/share/16jkzzyw2Z/?mibextid=wwXlfr>



HMONG & HISPANIC COMMUNICATION NETWORK PROJECT

NTSUAS MOB DAWB

COMMUNITY PARTNERS CAMPUS
360 GRAND AVE, LUB CHAV 210
WAUSAU, WI 54403

**Tuesday,
August 26**
10:30 AM - 1:30 PM

Pab koj ntsuas ntshav siab

- Txhua tus uas kam ntsuas ntshav siab yuav tau ib daim npav \$20 farmers market mus yuav zaub noj

Pab qhia koj txoj kev hloov koj lub tsev tus kav dej loj

Pab koj nhriav ntawv kuaj/kho mob



Xav paub ntxiv, hu rau:
Zia Chang
Ziagtsab82@gmail.com



HMONG & HISPANIC COMMUNICATION NETWORK PROJECT

FREE SCREENING CLINIC

COMMUNITY PARTNERS CAMPUS
360 GRAND AVE, ROOM 210
WAUSAU, WI 54403

**Tuesday,
August 26**
10:30 AM - 1:30 PM

Blood pressure check

- Free \$20 farmers market voucher for health screening participants

Lead pipe replacement info

Health insurance assistance



For more info:
Zia Chang
Ziagtsab82@gmail.com
715-204-9250





HMONG & HISPANIC COMMUNICATION NETWORK PROJECT



GRATIS CLÍNICA COMUNITARIA

COMMUNITY PARTNERS CAMPUS

360 GRAND AVE, ROOM 210
WAUSAU, WI 54403

Martes,
26 de Agosto

10:30 AM - 1:30 PM

Chequeo de presión arterial

- Vale gratuito de \$20 para el mercado de agricultores para los participantes del examen de salud

Información sobre el reemplazo de tuberías de plomo

Asistencia con seguro médico



Para más info:
Zia Chang
Ziagtsab82@gmail.com



<https://www.facebook.com/share/1FKxbqyPGV/?mibextid=wwXlfr>



Did you know that in 6 months we have helped 219 clients with case management?
With a grand total of 401 cases closed!

For more information about the services we provide and how to contact a case worker, please visit the HOLA website



¿Sabías que en 6 meses hemos ayudado a 219 clientes con servicios de gestión de casos?
¡Con un total de 401 casos completados!

Para obtener más información sobre los servicios que ofrecemos y cómo contactar a un trabajador social, visite el sitio web de HOLA.



- Describe platforms the organization currently uses and provide up to three examples or links to previous digital campaigns (if available).

H2N Facebook (primary): Has 784 followers

<https://www.facebook.com/share/191ioKJnXw/?mibextid=wwXlfr>

Website: [Home - H2N](#)

HOLA has a Facebook page that has 976 followers

<https://www.facebook.com/holawisc>

On average, there are postings on both the H2N and HOLA Facebook pages nearly every day, some of which is created by CHWs, some is sharing of pertinent partner postings and information.

HOLA also coordinates a Whats App group of Spanish speakers. It is a way that people are able to directly reach out for connections to resources. The number is monitored by HOLA leadership. There are currently 199 group members.

H. Detailed Budget (please also see the attached Spreadsheet)

We will be contracting with CIP to lead community outreach for the EquiFlow project again in 2026. This funding will be able to be leveraged to support Yingyokia Vang and Audrey Day's salaries and will aid the collaboration between Lead Hazard Outreach, Education, and Program Support grant activities and EquiFlow lead service line replacement activities. We will leverage \$69,888, which is greater than the 10% required match.

Personnel

Please note that highlighted personnel are qualified and planning to become certified Lead Risk Assessors. Average salaries for Lead Risk Assessors are listed in the \$100,000 annual range but vary per location and experience per job sites.

Yingyokia Vang – Project Coordinator and Lead Risk Assessor

She has a BS in Human Services Leadership. She has been the Community Outreach Coordinator for the EquiFlow project for over 1 year, through which she is doing education about health hazards related to lead exposure and has experience in visiting homes to inspect lead service lines and discuss replacement opportunities.

20 hr/week x 91 weeks = 1,820 hrs @ \$45/hr = \$81,900

Fringe (40%) = \$32,760

CIP Match

12 hr/week x 52 weeks = 624 hrs @ \$45/hr = \$28,080

Fringe (40%) = 11,232

Audrey Day – Lead Risk Assessor and community outreach

She has a BA in Global Health with a minor in Sustainability. She had been a community health worker for a county health department and over the past year since being with H2N/R2N, she has worked on a well-water testing project and community outreach for EquiFlow.

16 hr/week x 91 weeks = 1,456 hrs @ \$35/hr = \$50,960

Fringe (40%) = \$20,384

CIP Match

12 hr/week x 52 weeks = 624 hrs @\$35/hr = \$21,840

Fringe (40%) = \$8,736

Gustavo Perna – Lead Risk Assessor

He has MEd and Bachelors degrees in Physical Activity/Sports and in Business. He has been a CHW with H2N (WIPPS) for 15 months, through which he has been most involved with a well water testing project, health and wellness education, community-based health screenings, designing a longitudinal adult wellness program for farmworkers, and coordinating the PATCH Wausau teen educator program.

12 hrs/week x 91 weeks = 1,092 hrs @ \$35/hr = \$38,220

Fringe (40%) = \$15,288

Francisco Guerrero – Lead Risk Assessor and contractor outreach

He has Bachelors in Agriculture. He has completed OSHA General Industry Safety Class and has inspected workplaces including farms. He is a certified Health Navigator and Coordinates the H2N Hispanic team. He spent much of 2024 working with the EquiFlow project, canvassing and inspecting homes in target neighborhoods.

12 hrs/week x 91 weeks = 1,092 hrs @\$42/hr = \$45,864

Fringe (40%) = \$18,346

Menay Her – social media and media creation and coordination, in-person outreach

She has completed some college courses and recently joined H2N as a CHW and has interest and skills in developing community relationships and social media.

16 hrs/week x 91 weeks = 1,456 hrs @ \$25/hr = \$36,400

Fringe (40%) = \$14,560

Angelica Espinoza – in-person outreach

She recently joined H2N as a CHW. She was a CHW with Wisconsin Council of Churches during COVID and coordinated many outreach events with community partners. She will be doing weekly lead hazard outreach at the Community Partners Campus.

8 hrs/week x 91 weeks = 728 hrs @ \$25/hr = \$18,200

Fringe (40%) = \$7,280

Mariana Savela – H2N Program Manager

She has a BA in Accounting. She has been a leader in the H2N project since Fall 2020 when she took on Hispanic CHW Coordination and subsequently became H2N Program Manager. She manages the complex blended funding model that has enabled the H2N project to be sustained and she coordinates personnel. She is a founder of HOLA and currently the President of the Board. For this project she will be responsible for data compilation and reporting and grant management.

5 hrs/week x 91 weeks = 455 hrs @ \$40/hr = \$18,200

Fringe (40%) = \$7,280

Supplies

Lumetallix – Product that can detect lead in paint, ceramics, plastic, glass, metal, and more. It is relatively inexpensive, and it is fast (instant), easy to use, sensitive, accurate, and safe to use. It is a spray that does not stain. When UV light is shone on it, it lights up bright green. Each kit has about 400 squirts. Assume that we would use 25 squirts in each house. To test 800 houses, it would take 50 kits.

50 kits @ \$80 = \$4,000

Yard signs – Raise awareness of the program in neighborhoods

Color signs printed on plastic on both sides.

150 signs @ \$6 = \$900

Travel Costs

Trailer pulling and generator fuel for events around Wausau – approximately 40 events over the grant period.

40 @ \$50/event = \$2,000

Contractual

Video creation. Written material is of limited value for many Hmong and Latino immigrants due to literacy issues. The videographer would assist in creating professional video shorts for social media postings and PSAs and instructional videos (for lead mitigation strategies) in 3 languages over the grant course. Also, a brief video would be made to show prior to community conversations. They would work closely with the CHW who would be focusing on social media and media.

Estimated cost for services over the grant period = \$8,000

Origami artist. This person is able to create eye-catching art that can hold signs and printed materials. By grabbing attention of people, we would be able to capture more conversation opportunities at community events.

Estimated cost for services over the grant period = \$1,000

Hmong Radio PSAs – run 10 different PSAs over the course of the grant period

10 @ \$100 = \$1,000

Wausau Pilot and Review – digital newspaper that is free to readers

Adds are run for a week at a time. We would plan to run one ad (1 week) monthly x 20 months @100 = \$2,000

Miscellaneous

Lead Risk Assessor Fee/Exam = \$450 x 4 people = \$1,800

This cost includes the state application fee and one exam.

Lead Risk Assessor Training – Cost is variable depending on the trainer.

Average cost is about \$500 x 4 people = \$2,000

Community Partner Campus space rental – the CPC is a key location for reaching Wausau families that are struggling because there are tenants such as CAP Services, The Neighbors' Place food bank/pantry, Wausau Free Clinic and more. We plan to have a CHW doing outreach one day per week at CPC. Space at CPC is not free. To reserve a space for one day/week is approximately \$500/month.

20 months @ \$500 = \$10,000

I. Statement of local preference

HOLA is located in Wausau. Our current physical space is in the UWSP at Wausau main building. H2N CHWs are also based with WIPPS, which is located in the UW Center for Civic Engagement across the street. Although HOLA/H2N serve Marathon and surrounding counties, we conduct many of our projects in Wausau. We have case managers based in Wausau. We have health screening and vaccination events in Wausau. The largest Hmong population in central WI is in Wausau. We are able to do projects in specific areas, for example, we are contracted by CIP to lead the community outreach for EquiFlow here in Wausau.

PERFORMANCE MEASUREMENT PLAN

Activities to be Performed	Goal Output

Timeline	Who is responsible

2024 - 2027 HUD LEAD CAPACITY BUILDING GRANT AGREEMENT

**BETWEEN
NEW BEGINNINGS FOR REFUGEES, INC.
AND THE CITY OF WAUSAU**

City Address: City of Wausau
Doug Diny
Mayor
City of Wausau
407 Grant Street
Wausau, WI 54403

New Beginnings: _____
Executive Director
HOLA
518 S. 17th Ave, #216, Wausau, WI 54403

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the **City of Wausau** (the "CITY") and **Healthy Opportunities for Latin Americans** ("HOLA"),

RECITALS

WHEREAS, CITY, desires to purchase services from HOLA for HUD Lead Paint Capacity Building Grant services;

WHEREAS, HOLA is presently situated and capable of providing services to residents of Marathon County; and

WHEREAS, HOLA maintains a principal place of operation located at 903 N 3rd Street, Suite B, Wausau, WI 54403; and

WHEREAS, this Agreement is for the purpose of outlining activities related to the 2024-2027 HUD Lead Paint Capacity Building Grant activities as outlined.

WHEREAS, this Memorandum of Understanding is for the allocation amount of **\$212,500 (plus 10% match amount)**.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and HOLA as follows:

1.0 TYPE OF SERVICES. HOLA agrees to provide the services detailed herein for HUD Lead Paint Capacity Building Grant Services in response to a request by CITY for such services.

- Develop targeted marketing and outreach for non-English speaking residents
- Build local Lead Hazard Control Partnerships
- Educate entities on the benefits of program participation and lead-based paint hazard regulations
- Coordinate and contract with local organizations that have relationships with the target populations to promote the work of this grant, including, but not limited to:
 - Contractor training and development referrals
 - Promote access to Fair Housing Act Benefits
- Investigate opportunities to incorporate lead hazard control into existing programs
- Develop the mechanism or capacity for data sharing
- Conduct or facilitate lead hazard activities
- Facilitate purchase of equipment or supplies, as needed and with approval of the CITY
- Develop and implement procedures/guidelines governing program elements
- Ensure, through hiring, training, and development, internal organizational expertise
- Develop systems for sustaining a viable lead hazard control program after the completion of this grant cycle

2.0 COMPENSATION. CITY shall compensate HOLA for services detailed in this agreement as follows:

2.1 Compensation. Award will be given in monthly payments equal to the time spent on grant-related activities not to exceed the total awarded amount of \$212,500 through the HUD Lead Capacity Building Grant along with a ten percent (10%) minimum of matched funding.

- Project Coordinator
- Lead Risk Assessor(s)
- In-Person Outreach
- Program Manager
- Training/Travel expenses
- Promotional materials (prior approval required)
- Hired translation services
- Miscellaneous expenses (prior approval required)

Payments are based on position's current wage-earning multiplied by the number of hours specifically worked on grant-related items, plus any fringe included for that position. For any non-salary items, copies of invoices to be attached documenting the expenditure.

2.2 Billing. HOLA will invoice the City of Wausau on a monthly basis for time spent on HUD project activities.

2.3 Compensation Amendment. CITY and HOLA may increase or decrease the allocation of \$212,500 (plus 10% match amount) as needed to address additional or fewer duties deemed necessary throughout the capacity grant progress. Such increases or decreases must be submitted and approved to HUD prior to the amendment(s).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall commence on March 1, 2026 and shall expire on October 15, 2027. The Agreement may also be terminated subject to termination provisions under Section 5.0. Expenditures by HOLA for approved grant development and training that occurred prior to February 16, 2026 may be included with the reimbursables as stated in Section 2.0.

3.2. Renewal Procedures. The Agreement can be renewed through mutual written agreement for additional 1-year terms (if additional funds have been received by the City for lead capacity building activities).

4.0 EXECUTION AND PERFORMANCE OF SERVICES.

4.1 HOLA Personnel. HOLA agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of CITY. Personnel may be adjusted or changed at the discretion of HOLA. HOLA will notify any staff changes to the HUD project 30 days of anticipated change, or at the earliest possible opportunity.

4.2 Records. HOLA agrees to keep records regarding personnel allocation, expenses related to HUD grant activities, and any other required HUD grant reporting documentation. Information regarding expenses and related records shall be furnished on request and kept in accordance to county records retention guidelines.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days written notice to the other party.

5.2 Termination: Grant Termination. If the HUD grant is terminated, the Agreement shall terminate after notification is received by both parties of such grant termination.

6.0 INSURANCE and INDEMNIFICATION.

6.1 Indemnification of CITY. HOLA shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HOLA furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HOLA and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2. Indemnification of HOLA. CITY shall indemnify, hold harmless and defend HOLA, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which HOLA, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of CITY furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of HOLA, its agencies, boards, commissions, officers, employees or representatives. The obligations of HOLA and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Insurance. CITY and HOLA, its officers, boards, commissions, a shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department

6.2.1 CITY shall be given ten (10) days advance notice of cancellation or nonrenewal of any insurance required under this Agreement. Upon execution of this Agreement, HOLA shall furnish CITY with a certificate of insurance.

6.2.2 In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to HOLA and shall cooperate with HOLA in the defense of the action, suit or other proceeding.

7.0 NOTICE OF NONAFFILIATION.

HOLA may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HOLA agrees that it shall inform all outside contractors, promoters, and the public that the HOLA is not a legal employee, agent, or subdivision of CITY.

8.0 NOTICES.

8.1 Notices to the CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau, WI 54403

8.2 Notices to HOLA. Except as more specifically provided by the terms of this Agreement, notice to HOLA shall be delivered via first class mail, return receipt requested, as follows:

Executive Director
Healthy Opportunities for Latin Americans
518 S 7th Avenue, Office #216, Wausau, WI 54403

9.0 MISCELLANEOUS.

9.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

9.2 Modifications. This Agreement may only be modified in writing in a form signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

9.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

9.4 Construction.

9.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

9.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

9.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

9.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

10.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

11.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

12.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and are fully understood and voluntarily accepted.

Dated _____

FOR CITY OF WAUSAU

HEALTHY OPPORTUNITIES FOR LATIN AMERICANS

Doug Diny
Mayor of Wausau

Executive Director

DRAFT

January 7, 2026

Ms. Tammy Stratz
Community Development Manager
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Ms. Stratz,

I hope this letter finds you well. I am writing on behalf of New Beginnings For Refugees, Inc. to formally submit our proposal in response to the RFP for the Lead Program Outreach initiative. We are excited about the opportunity to collaborate on this vital project aimed at increasing community awareness surrounding lead hazards and accessible resources for our refugee and immigrant communities.

At New Beginnings For Refugees, Inc., our mission is to educate, empower, and connect refugees as they build their lives in the greater Wausau community. We have a proven track record of effectively engaging various cultural groups and tailoring our outreach strategies to meet their specific needs. Our experience working closely with populations, including Hmong and Hispanic communities, gives us a unique perspective on the barriers they face regarding awareness of lead hazards.

We propose a multi-faceted approach to this initiative that includes:

1. Targeted Workshops: Developing and conducting workshops that educate families about lead hazards in their homes and communities. These workshops will be interactive, culturally relevant, and conducted in multiple languages.
2. Multilingual Educational Materials: Creating and distributing educational materials in various languages through grassroots outreach methods, particularly our R.E.A.C.H. Program, which emphasizes door-to-door relationship building.
3. Community Engagement: Utilizing local media and community events to promote lead hazard education and available resources, ensuring information reaches a wide audience.
4. Contractor Engagement: Organizing informational sessions for local contractors to inform them of free or fee-reimbursed lead contractor training opportunities, fostering community involvement.

Our proposed timeline spans 1.5 years and includes the establishment of key milestones to gauge the initiative's impact. We are committed to ensuring that our messages are accessible, engaging, and effective for all community members.

We believe that by leveraging our established connections and utilizing a culturally sensitive approach, we can significantly enhance awareness of lead hazards and empower families to access the resources they need for safer living environments.

Thank you for considering our proposal. We are eager to bring our expertise and passion for community service to this important initiative. Please feel free to reach out to me directly at 715-301-9719 or yeeleng@newbeginningswi.org should you have any questions or require further information.

Warmest regards,

A handwritten signature in black ink, appearing to read "Yee Leng Xiong".

Yee Leng Xiong,
Executive Director
New Beginnings For Refugees, Inc.



**Lead Hazard Outreach, Education, and Program
Support Proposal**

January 7, 2026

Contact:

Yee Leng Xiong, Executive Director

yeeleng@newbeginningswi.org

715-301-9719

RFP Proposal: New Beginnings For Refugees, Inc.

Organizational Overview

Mission:

To educate, empower, and connect refugees and immigrants as they build new lives in the greater Wausau community.

History:

Established in 2021 by a group of Wausau community members, New Beginnings For Refugees, Inc. has grown to support over 200 refugees from various cultural backgrounds. Our long-standing relationships with local organizations and community members ensure effective outreach and support.

Service Area:

We primarily serve the Wausau area and the larger Marathon County, offering programs tailored to meet the unique needs of different refugee and immigrant communities, including Hmong and Hispanic populations.

Relevant Experience:

Our team has a collective experience of over 50 years in community support, education, and outreach, focusing on quality engagement with the communities we serve.

Project Approach & Work Plan

Project Launch & Availability

- **Start Date:** We can begin work within 45 days of contract award. The main obstacle is organizing and starting the project. We anticipate being able to start the project earlier than 45 days.
- **Anticipated Barriers:** Potential scheduling constraints include ensuring the availability of multilingual staff and securing necessary materials for outreach activities.

Multilingual Services

- **Language Proficiency:** We provide services in English, Hmong, and offer connections to other languages such as Spanish, Dari, Pashto, French, Ukrainian, and Rohingya.

- **Support Resources:**

Our internal staff are culturally competent and experienced in working with refugees. We also collaborate with local interpreters and language service providers to ensure effective communication.

Community Outreach & Engagement

- **Connections:**

New Beginnings has established connections with Hmong, Hispanic, and resettled refugee communities through partnerships with local schools, faith groups, and community organizations. Notable partners include the Hmong American Center, Inc. and Central WI Hmong Professionals, who will assist us in outreach efforts to Hmong communities.

- **Past Efforts:**

- Partnered with local refugee and immigrant communities for cultural festivals.
- Staff has Conducted health awareness workshops in collaboration with the Marathon County Health Department.

- **Increasing Community Awareness of Lead Hazards**

- **Workshops:** We will conduct targeted workshops focusing on lead hazards related to paint/varnish, soil, plumbing, and consumer goods. These workshops will provide essential information in an interactive format, allowing participants to ask questions and engage in discussions.
- **Multilingual Educational Materials:** We will develop multilingual educational materials related to lead hazards. These materials will be distributed through grassroots approaches, including door-to-door outreach, particularly through our R.E.A.C.H. Program, ensuring that information is accessible to all community members.
- **Door-to-Door Outreach:** Our dedicated team will implement door-to-door outreach initiatives to build relationships with families. This method enables personal engagement and fosters trust within the community, ensuring that families understand the risks and available resources.
- **English Language Learner (ELL) Classes:** We will integrate lead hazard education into our existing ELL classes, providing essential information in

a context that empowers refugee and immigrant families.

- **Utilizing Local Media and Community Events**

Local Media Engagement: We will collaborate with local media channels to promote education regarding lead hazards and the available resources for families from the refugee and immigrant communities. This could include articles, radio segments, and social media campaigns that highlight our initiatives. We also understand that some of the refugee populations are illiterate, or they do not have a written language. We will have an emphasis on focusing on face to face interactions or video and recording outreach.

- **Community Events:** Participation in local community events will serve as an opportunity to engage directly with families and distribute educational materials. We will set up booths that provide information and resources related to lead hazards and access to services.

- **Engaging Local Contractors**

Informational Sessions: We will engage local contractors by hosting informational sessions that highlight training opportunities regarding lead hazard awareness and mitigation. This will connect them with free or fee-reimbursed Lead Contractor training, enhancing their skills and preparing them to support the community effectively.

Social Media & Digital Communications

- **Digital Content Creation:**

We create engaging social media graphics, posts, and informational videos in English, Hmong, and Spanish. Our platforms include Facebook, Instagram, and our organizational website to reach a broader audience.

- **Team:**

Our Team has years of experience in reaching out to refugee and immigrant populations, with an emphasis on outreach. Our Executive Director was responsible for leading the COVID-19 Outreach during the pandemic, leading to a 70% vaccination rate in the Asian American community.

Program Coordination & Reporting

Grant Reporting Experience

- We have successfully completed complex grant reporting, tracking demographic data, performance metrics, and expenditures. Our Executive Director and Operations Manager have experience collecting reports and providing documentation in accordance with HUD (Housing and Urban Development) Programs.
- Other Funders / Reporting experience
 - Executive Director and Operations Manager - WI Department of Administration
 - Executive Director and Operations Manager - WI Department of Veterans Affairs
 - Executive Director and Operations Manager - WI Department of Health Services
 - Executive Director, Operations Manager, Program Manager - WI Literacy

Event Coordination

- We have organized multiple community and large scale events simultaneously, including workshops and training sessions, ensuring all activities align with grant requirements.

Record Keeping

- Our organization maintains a robust system for accurate record-keeping and participates in regular check-ins with funding entities to ensure compliance and transparency.

Lead Risk Assessor Training

- **Willingness to Train:**
Our team is prepared to have designated staff participate in state-approved Lead Risk Assessor training.
- **Organizational Support:**
We will provide staff with study materials, training schedules, and mentorship from experienced professionals.

- **Infrastructure:**

Our current Program Manager has experience working with Equiflow, which was awarded a contract with the City of Wausau to conduct home visits and provide education and resources for families from the Hmong community. We intend to apply the same methodology in outreaching to the refugee and immigrant communities. Our staff and volunteers are experienced and have built trusted relationships with underserved communities.

Staffing Plan:

Toufue Xiong, Program Manager, Experienced Project Manager. Had experience with Equiflow and as H2N Program Coordinator - Hmong Team. Currently responsible for the implementation of the Literacy and Education Programs at New Beginnings For Refugees, Inc.

Toufue Xiong will be the primary staff assigned to this program.

Jennifer Wirt, R.E.A.C.H. Program Coordinator, Experienced Case Manager with experience working with refugee and immigrant populations. Worked as Intensive Case Management at Ethiopian Community Development Council and with Immigrant Hope.

Jennifer Wirt will be the primary outreach staff assigned to this program.

Pavoua Moua, Operations Manager, Experienced Operations Manager. Had experience working at the Hmong American Center, Inc. developing and ensuring compliance with the grant reporting to several large government agencies.

Pavoua Moua will be the primary contact for compliance and invoices.

Yee Leng Xiong, Executive Director, Experienced Nonprofit executive with almost a decade of nonprofit executive leadership. Experience with grant writing, compliance, and developing nonprofits to ensure effective and impactful deliverables.

Budget

2026:

Salaries and Fringe:

Program Manager:	\$ 62,400
Outreach Coordinator:	\$ 52,000
Operations and Management:	\$ 50,000
Fringe 20%	\$ 32,880
FICA 15.3%	\$ 25,154
Travel, Lodging, Training:	\$ 8,000
Outreach and Printing:	\$ 7,000
Contractor (Translation Services)	\$ 30,000
2026 Total:	\$270,434

Budget Narrative:

- Program Manager 2080 Hours X \$30 (Full Time Staff Dedicated to Program)
- Outreach Coordinator 2080 Hours X \$25 (Full Time Staff Dedicated to Program)
- Operations and Management covers the Executive Director and Operations Manager's time for advice, reconciliation, accounting services.
- Fringe - Health Care Coverage, PTO, Etc.
- FICA - Federal and State Taxes
- Travel, Lodging, Training - Travel, Lodging, and Training Cost
- Outreach and Printing: Printing Flyers, Brochures, Videos, etc.
- Contractor (Translation Services) to assist with translation and interpreting

2027: (Up to October 2027)

Salaries and Fringe:

Program Manager:	\$ 36,000
Outreach Coordinator:	\$ 30,000
Operations and Management:	\$ 35,000
Fringe 20%	\$ 20,200
FICA 15.3%	\$ 15,453
Travel, Lodging, Training:	\$ 6,000
Outreach and Printing:	\$ 5,000
Contractor (Translation Services)	\$ 25,000
2027 Total:	\$172,653

Budget Narrative:

- Program Manager 1200 Hours X \$30 (Full Time Staff Dedicated to Program)
- Outreach Coordinator 1200 Hours X \$25 (Full Time Staff Dedicated to Program)
- Operations and Management covers the Executive Director and Operations Manager's time for advice, reconciliation, accounting services.
- Fringe - Health Care Coverage, PTO, Etc.
- FICA - Federal and State Taxes
- Travel, Lodging, Training - Travel, Lodging, and Training Cost
- Outreach and Printing: Printing Flyers, Brochures, Videos, etc.
- Contractor (Translation Services) to assist with translation and interpreting

Total Budget:	\$443,087
10 % Match	\$ 44,309
Total Request:	\$398,778

Tentative Timeline: (Subject to Change)

Months 1-3: Planning and Development

- Project Kick-off: Establish project team and roles.
- Needs Assessment: Conduct surveys and focus groups within the community to understand specific lead hazard concerns.
- Workshop Development: Design targeted workshops focusing on various lead hazards.
- Educational Material Creation: Develop multilingual educational materials related to lead hazards.

Months 4-6: Initial Outreach

- Community Engagement: Begin door-to-door outreach through the R.E.A.C.H. Program to build relationships and assess community needs.
- Workshop Implementation: Launch first round of workshops focused on lead hazards, including practical demonstrations.
- Promotion through Local Media: Use local media outlets to raise awareness about upcoming workshops and lead hazards.

Months 7-9: Expanding Outreach

- Continued Workshops: Host additional workshops based on community feedback, ensuring topics remain relevant.

- Informational Sessions for Local Contractors: Organize sessions to engage local contractors about training opportunities related to lead hazards.
- Grassroots Distribution: Distribute educational materials door-to-door and at community events to ensure accessibility.

Months 10-12: Evaluation and Feedback

- Community Feedback Gathering: Conduct surveys to collect feedback on workshops and educational materials.
- Assessment of Reach: Evaluate the effectiveness of outreach efforts and levels of community awareness.
- Adjustments and Improvements: Refine educational materials and workshop content based on feedback.

Months 13-15: Enhanced Engagement

- Revised Workshops: Implement revised workshops incorporating community feedback and new information.
- Partnerships with Local Organizations: Establish ongoing collaborations with local organizations to further expand outreach.
- Continued Media Promotions: Promote additional educational events and resources through local media channels.

Months 16-18: Sustainability and Long-term Impact

- Sustainability Planning: Develop strategies to sustain awareness and education around lead hazards beyond the project timeline.
- Final Evaluation: Conduct a comprehensive evaluation of the project's impact on community awareness and service accessibility.
- Report Findings: Prepare a report summarizing activities, community feedback, and recommendations for future initiatives.

In Conclusion:

New Beginnings For Refugees, Inc. is committed to delivering impactful services that enhance the lives of refugees and immigrants in the greater Wausau community. We believe our organizational strengths, strategic approach, and community partnerships make us an excellent candidate for this opportunity.

Thank you for considering our proposal.

Yee Leng Xiong
Executive Director
New Beginnings For Refugees, Inc.

2024 - 2027 HUD LEAD CAPACITY BUILDING GRANT AGREEMENT

**BETWEEN
NEW BEGINNINGS FOR REFUGEES, INC.
AND THE CITY OF WAUSAU**

City Address: City of Wausau
Doug Diny
Mayor
City of Wausau
407 Grant Street
Wausau, WI 54403

New Beginnings: Yee Leng Xiong
Executive Director
New Beginnings for Refugees, Inc.
903 N 3rd Street, Wausau, WI 54403

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the **City of Wausau** (the "CITY") and **New Beginnings for Refugees, Inc.** ("NBR"),

RECITALS

WHEREAS, CITY, desires to purchase services from NBR for HUD Lead Paint Capacity Building Grant services;

WHEREAS, NBR is presently situated and capable of providing services to residents of Marathon County; and

WHEREAS, NBR maintains a principal place of operation located at 903 N 3rd Street, Suite B, Wausau, WI 54403; and

WHEREAS, this Agreement is for the purpose of outlining activities related to the 2024-2027 HUD Lead Paint Capacity Building Grant activities as outlined.

WHEREAS, this Memorandum of Understanding is for the allocation amount of **\$212,500 (plus 10% match amount)**.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and NBR as follows:

1.0 TYPE OF SERVICES. NBR agrees to provide the services detailed herein for HUD Lead Paint Capacity Building Grant Services in response to a request by CITY for such services.

- Develop targeted marketing and outreach for non-English speaking residents
- Build local Lead Hazard Control Partnerships
- Educate entities on the benefits of program participation and lead-based paint hazard regulations
- Coordinate and contract with local organizations that have relationships with the target populations to promote the work of this grant, including, but not limited to:
 - Contractor training and development referrals
 - Promote access to Fair Housing Act Benefits
- Investigate opportunities to incorporate lead hazard control into existing programs
- Develop the mechanism or capacity for data sharing
- Conduct or facilitate lead hazard activities
- Facilitate purchase of equipment or supplies, as needed and with approval of the CITY
- Develop and implement procedures/guidelines governing program elements
- Ensure, through hiring, training, and development, internal organizational expertise
- Develop systems for sustaining a viable lead hazard control program after the completion of this grant cycle

2.0 COMPENSATION. CITY shall compensate NBR for services detailed in this agreement as follows:

2.1 Compensation. Award will be given in monthly payments equal to the time spent on grant-related activities not to exceed the total awarded amount of \$212,500 through the HUD Lead Capacity Building Grant along with a ten percent (10%) minimum of matched funding.

- Program Manager
- Outreach Coordinator
- Operations and Management
- Training/Travel expenses
- Promotional materials (prior approval required)
- Hired translation services
- Miscellaneous expenses (prior approval required)

Payments are based on position's current wage-earning multiplied by the number of hours specifically worked on grant-related items, plus any fringe included for that position. For any non-salary items, copies of invoices to be attached documenting the expenditure.

2.2 Billing. NBR will invoice the City of Wausau on a monthly basis for time spent on HUD project activities.

2.3 Compensation Amendment. CITY and NBR may increase or decrease the allocation of \$212,500 (plus 10% match amount) as needed to address additional or fewer duties deemed necessary throughout the capacity grant progress. Such increases or decreases must be submitted and approved to HUD prior to the amendment(s).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall commence on March 2, 2026 and shall expire on October 15, 2027. The Agreement may also be terminated subject to termination provisions under Section 5.0. Expenditures by NBR for approved grant development and training that occurred prior to February 16, 2026 may be included with the reimbursables as stated in Section 2.0.

3.2. Renewal Procedures. The Agreement can be renewed through mutual written agreement for additional 1-year terms (if additional funds have been received by the City for lead capacity building activities) .

4.0 EXECUTION AND PERFORMANCE OF SERVICES.

4.1 NBR Personnel. NBR agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of CITY. Personnel may be adjusted or changed at the discretion of NBR. NBR will notify any staff changes to the HUD project 30 days of anticipated change, or at the earliest possible opportunity.

4.2 Records. NBR agrees to keep records regarding personnel allocation, expenses related to HUD grant activities, and any other required HUD grant reporting documentation. Information regarding expenses and related records shall be furnished on request and kept in accordance to county records retention guidelines.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days written notice to the other party.

5.2 Termination: Grant Termination. If the HUD grant is terminated, the Agreement shall terminate after notification is received by both parties of such grant termination.

6.0 INSURANCE and INDEMNIFICATION.

6.1 Indemnification of CITY. NBR shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of NBR furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of NBR and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2. Indemnification of NBR. CITY shall indemnify, hold harmless and defend NBR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which NBR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of CITY furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of NBR, its agencies, boards, commissions, officers, employees or representatives. The obligations of NBR and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Insurance. CITY and NBR, its officers, boards, commissions, a shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department

6.2.1 CITY shall be given ten (10) days advance notice of cancellation or nonrenewal of any insurance required under this Agreement. Upon execution of this Agreement, NBR shall furnish CITY with a certificate of insurance.

6.2.2 In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to NBR and shall cooperate with NBR in the defense of the action, suit or other proceeding.

7.0 NOTICE OF NONAFFILIATION.

NBR may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. NBR agrees that it shall inform all outside contractors, promoters, and the public that the NBR is not a legal employee, agent, or subdivision of CITY.

8.0 NOTICES.

8.1 Notices to the CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau, WI 54403

8.2 Notices to NBR. Except as more specifically provided by the terms of this Agreement, notice to NBR shall be delivered via first class mail, return receipt requested, as follows:

Yee Leng Xiong
Executive Director
New Beginnings For Refugees, Inc.
903 N 3rd Street, Suite B, Wausau, WI 54403

9.0 MISCELLANEOUS.

9.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

9.2 Modifications. This Agreement may only be modified in writing in a form signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

9.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

9.4 Construction.

9.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

9.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

9.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

9.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

10.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

11.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

12.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

Dated _____

FOR CITY OF WAUSAU

FOR NEW BEGINNINGS

Doug Diny
Mayor of Wausau

Yee Leng Xiong
Executive Director

DRAFT

CONFIRMATION OF MAYOR'S APPOINTMENTS

Confirming Appointments of the Mayor of the City of Wausau to the Board of Review.

File Number: 26-0302

Date Introduced: March 10, 2026

Board of Review

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Joel Radloff	1 st Term	Replacing Pat Esselman	04/30/2029
Monty Raskin	4 th Term	Reappointment	04/30/2028
Randy Buchkowski	2 nd Term	Reappointment	04/30/2030
Nan Giese	3 rd Term	Reappointment	04/31/2031

Attest:

Kaitlyn Bernarde, City Clerk



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Joel Radloff
First and Last Name

Residential Address *

Street Address
114 N 56th Ave
Address Line 2
City: Wausau State/Province/Region: WI
Postal/Zip Code: 54401

Is this your residence for voter registration? *

Yes No

Phone *

(715) -57-1-48

Email *

joel@radloffappraisal.com

How long have you been a Wausau resident? *

about 25 years

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

Radloff Appraisal Service, LLC, 114 N 56th Ave, Wausau WI 54401

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

114 N 56th Ave

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

54401

Business Phone Number *

(715) 849-8750

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

Our four children went to John Muir and Wausau West. All of them played sports. I was on the Wausau West football booster club.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- AARP Livability Committee
- Affordable Housing Regional Task Force
- Bicycle & Pedestrian Advisory Committee
- Board of Zoning Appeals
- Business Improvement District Board
- Citizen's Advisory Committee
- Ethics Board
- Joint Review Board
- Plan Commission
- Sustainability, Energy, and Environment Committee
- Wausau Arts Commission
- Wausau Water Works Commission
- Administrative Review Board
- Airport Committee
- Board of Review
- Building Advisory Board
- Capital Improvement Program Committee(CIPC)
- Community Development Authority
- Historic Preservation Commission
- Liberation and Freedom Committee
- Police and Fire Commission
- Transit Commission
- Wausau Veterans Committee
- Room Tax Commission

Please note your order of interest from the selections above. *

Board of review for assessments and taxes

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I was asked if I would be interested in joining the Board of Review by a member of the board as they are looking for additional people

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

I am a real estate appraiser and feel my appraisal experience would be a benefit to the Board of Review

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *



Date

02/16/2026

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Finance Committee and Transit Commission Approving Contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study.

Committee Action: Finance Committee *PENDING*; Transit Commission Approved 3-0

File Number: 26-0306

Date Introduced: March 10, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES [<input checked="" type="checkbox"/>]	NO [<input type="checkbox"/>]		
COSTS	<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 type="checkbox"/>]	NO [<input type="checkbox"/>]	<i>Amount:</i>	
	<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>	
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue [<input type="checkbox"/>] Debt [<input type="checkbox"/>] Funds on Hand [<input type="checkbox"/>] Interfund Loan [<input type="checkbox"/>]</i>			

RESOLUTION

WHEREAS, The Metro Ride facility that maintains and houses the current bus fleet is aging and does not have the capability to grow; and

WHEREAS, The City has worked with the Wausau Metropolitan Planning Organization (MPO) and Wisconsin Department of Transportation (DOT) to release a Request for Proposal (RFP) for a feasibility Study to inform us whether a new facility would be needed or if our current facility will work for our future for electric or hybrid buses; and

WHEREAS, Metro Ride received 8 proposals which were graded according to the scope and pricing; and

WHEREAS, A team of 4 people, 2 from the MPO and 2 from Metro Ride, finished scope and grading to choose Kueny Architecture, LLC and

WHEREAS, Your Transit Commission meet, at their February 19th, 2026 meeting, discussed the proposal and contract and unanimously approved to move forward with this contract 3 to 0; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve entering into a Contract with Kueny Architecture, LLC for this feasibility study.

Approved:

Doug Diny, Mayor

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 though 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 1/2" 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

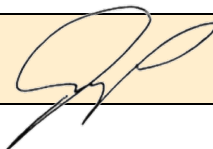
<u>7.13. – 7.14. Staff Information</u>	Page 70
<u>7.15. Financial Stability Document</u>	See Envelope
<u>7.16. Insurance</u>	See Appendix K
<u>7.17. Record Keeping</u>	See Appendix L
<u>7.18. Pricing Proposal</u>	See Envelope
<u>7.19. – 7.20. Acknowledgement of Standard Conditions</u>	Page 70

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

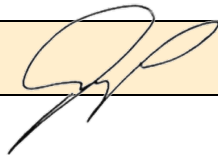
AFFIDAVIT OF NON-COLLUSION

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:

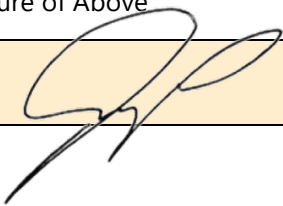
1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy 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)

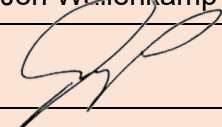
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 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:

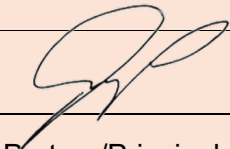
- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily 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)

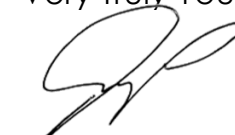
Dear Selection Team,

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:

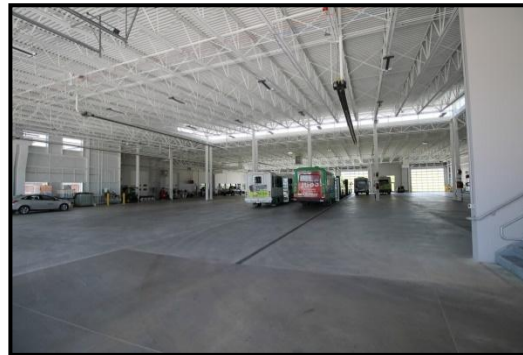
Hartford Insurance Company (The Hartford)
General Aggregate: \$ 2,000,000
Products – Completed Operations: \$ 3,000,000
Each Occurrence: \$ 1,000,000
Medical Expenses (any one person): \$ 5,000
Personal/Advertising Injury: \$ 1,000,000
Hired / Non-owned Auto: \$ 1,000,000
Excess / Umbrella Liability: \$ 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.

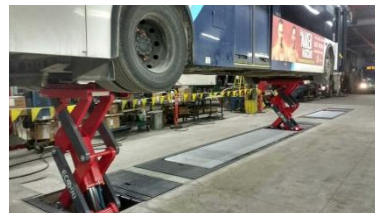
Task 2. Interviews – Feasibility of Renovations Versus New Construction. Establish Suitability Factors for a New Location.

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

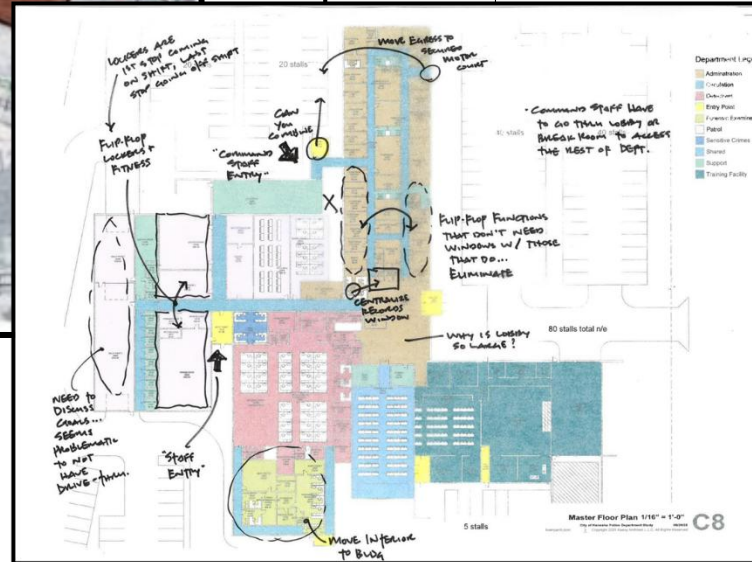
Task 1-4 Deliverables includes a narrative report of existing site and facility conditions, existing and proposed spatial worksheet, site by site evaluations along with development and verification of existing conceptual plans.

Task 6. – Present Findings

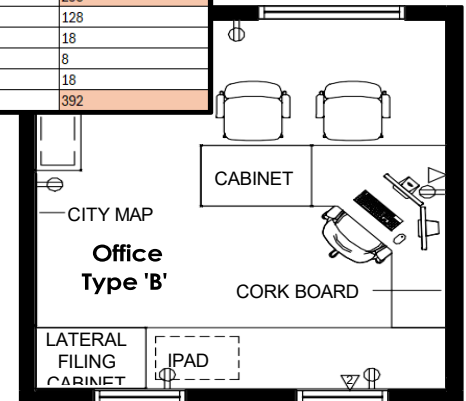
Present findings to the Wausau Transit Commission, and possibly the Wausau City Council and the Wausau MPO.



ROOM	RO
ADMINISTRATION	
CONFERENCE	J21
CONFERENCE	J21
RECEPTION	J21
CHIEF OFFICE	J21
TOILET/SHOWER	J21
CHIEF SECRETARY	J2161
ADMIN. ASSISTANT	J2162
OFFICE	J2163
ADMIN CAPTAIN	J2164
FTO OFFICE	J2165
PIO OFFICE	J2166
	J2167
	J2168
	J2169
	J2170
	J2171
	J2172
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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

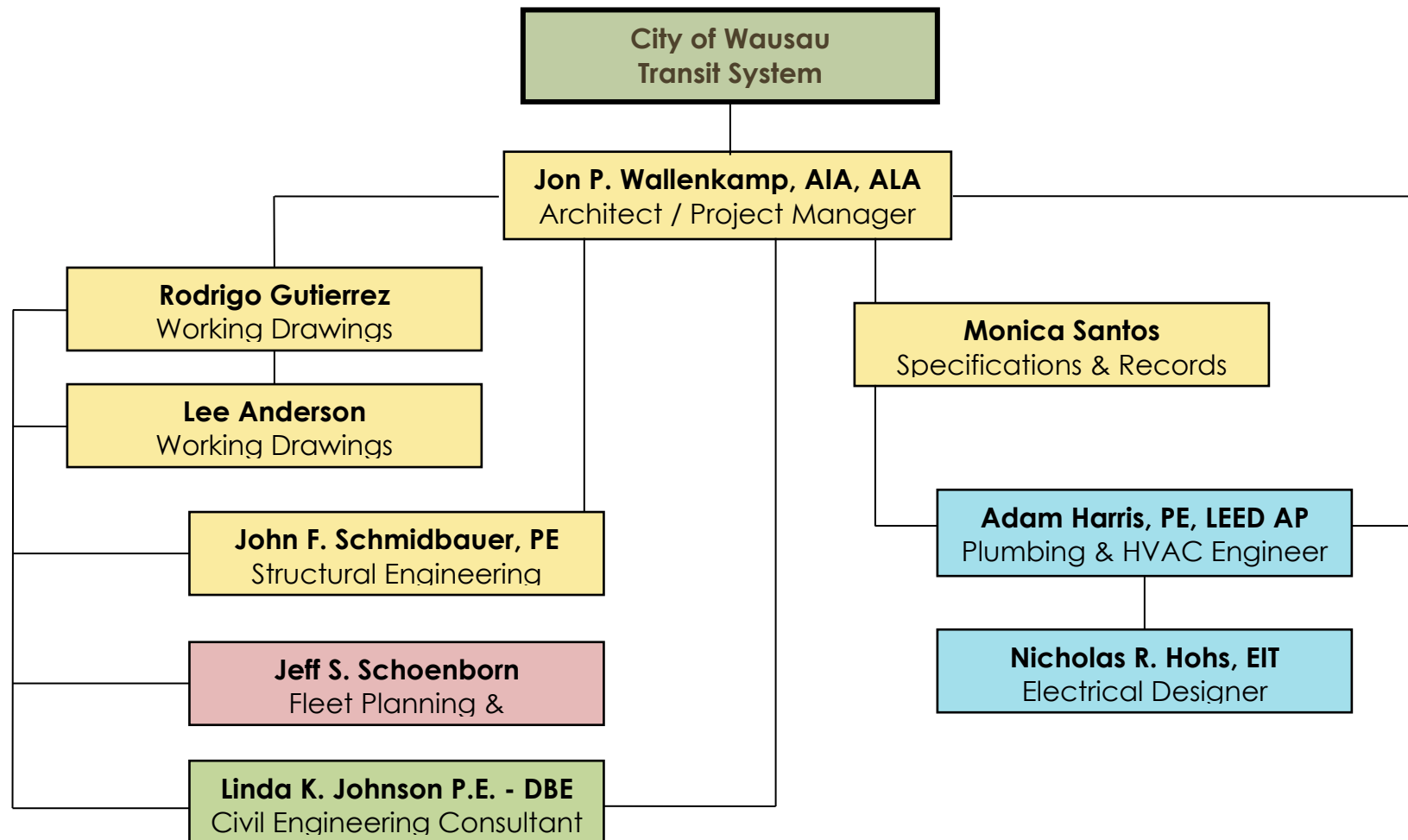
Meetings

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

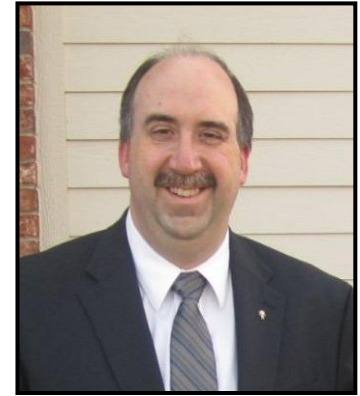
Education: B.S. Architectural Engineering – Milwaukee School of Engineering

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, *summa cum laude*

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

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from Common Council Approving Release of All Claims - Property Damage for Settlement of Counterclaim and Third Party Complaint – David Hoelzel v. City of Wausau (Marathon Co. Case No. 25-CV-594).

Committee Action: None

File Number: 26-0307

Date Introduced: March 10, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
COSTS	<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 type="checkbox"/>	NO <input type="checkbox"/>	<i>Amount:</i>	
	<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>	
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, David Hoelzel was convicted in Wausau Municipal Court of failing to yield from a stop sign on May 4, 2023 after operating a semi truck for his employer (Jeff’s Fast Freight, Inc.) when he collided with a Metro Ride bus; and

WHEREAS, the bus was totalled by Metro Ride’s insurer, Transit Mutual Insurance Co. (“Transit Mutual”) which paid the City \$20,000 for the bus; and

WHEREAS, on August 27, 2026, David Hoelzel filed a personal injury lawsuit against the City in Marathon County Circuit Court, Case No. 25-CV-594; and

WHEREAS, a Counterclaim and Third Party Complaint, seeking damages for property damage to the bus, was filed on behalf of the City; and

WHEREAS, Jeff’s Fast Freight, Inc.’s insurer, Acuity Insurance Co. (“Acuity”), paid Transit Mutual on their subrogation claim; and

WHEREAS, Acuity is now seeking from the City a Release of All Claims against David Hoelzel, Jeff’s Fast Freight, Inc. and Acuity, in consideration of receipt of \$17,500 by Transit Mutual and a dismissal of the City’s Counterclaim and Third-Party Complaint, with prejudice; and

WHEREAS, the City itself as a party is not dismissed from this lawsuit, but its counterclaim and third-party complaint for property damage is dismissed upon receipt of this subrogation payment by Transit Mutual.

NOW, THEREFORE, BE IT RESOVLED, the Common Council of the City of Wausau does hereby approve the Release of All Claims, including dismissal of its Counterclaim and Third Party Complaint and directs the proper City officials to execute the Release.

Approved:

Doug Diny, Mayor